

1901-007
Lee Co.

Chancery Causes: William M. Young vs. Benjamin D. Jones &c

Chance, Jones, Allen, Carmack, McGeorge, Bailey, Nickles,
Bullitt, Mills, Bullett, Mann, Collins, Pridemore

- Deed

CA-Debt

T-Property

To the Hon. H. K. Morrison
Judge of the Circuit Court of
Lee County, Virginia:

Your Orator William
Young who humbly complai-
ns would respectfully rep-
resent, that, that heretofore
he sold to one Wm D. Jones
a tract of land situated in
this County. And the price
of the same was \$12,000.00,
all of which has been
paid and arranged satisfac-
torily except the sum of
\$3,000.00, For the sum on
the first day of May 1889
the said Jones executed her
bond for the sum of said
\$3,000.00 payable two years
after the date thereof, and the
Jones waived the benefit of
his Homestead exemption.

This bond upon its face
shows that it was executed
for the last payment for the
Young tract of land situated
in Hald Cat Valley Lee County
Virginia and is a lien on
said tract of land for said

Sum of money. And on the 9th day of August 1889 said note was duly recorded in the Clerk's office of said County in the book kept for the recording of deeds.

This bond and the Certificate of recordation is herewith filed and marked "13" and is prayed to be considered as part hereof.

In the mean time the said Jones had sold said land or a part of it to one William George Jr. who now claims an interest therein, and the said Jones was very anxious to have said lien released upon one half of said tract, and so on the 22^d day of October 1889, the said Jones together with Wm. H. Pickles, J. B. H. Mills & J. F. Bullett Jr. entered into a bond with Callahan & Connelley, in the penal sum of six thousand dollars, conditioned to pay all such sums as was due on said purchase money and as would not be paid by said Jones.

on maturity. And in the event of
a sale if one half of said
tract would not and did not
pay the one half of the purchase
money then said obligors were to
pay any arrearage which might
there appear - This was done
because before that time, the said
Jones, as said bond shows, had
paid one half of said pur-
chase money first where to be
due and he wanted the purchase
money to his credit, to operate as
a release, but your executor was
advised that his remaining
purchase money was a lien on
the whole tract and refused unless
he was fully secured - And to
secure and provide that one half
of said land should pay and
discharge the remaining half of the
purchase money was the cause of
the execution of said last named
bond. Upon its execution your executor
and his wife executed a deed of
release of his purchase money
on said and he is advised that
on that half he has no lien
but on the other half he is

advised and charges that he has a
lien on said land so sold by
him for the bond here sued on.

But your is informed that in
the present condition of the County
and the want of a market for
mineral land for which this tract
is supposed to be most valuable
it is doubtful whether or not
the said half will on a sale bring
the amount due your order, and
should it fail then your order is
advised he would be entitled to
a decree against the said Wm D.
Jones personal representative and
heirs and his said security for the
deficiency if any. This last
now bond or a copy of it will
in due time be filed hereunder
as part hereof, ^{marked B} and is prayed to
be considered hereunto.

Since the execution of said note
and bond the said Wm D. Jones has
departed this life, having first
made and executed his last will
and testament whereby he disposed
of his entire estate both real and
personal. And by his said will

the following persons are his heirs
at law viz: Catharine B. Jones
widow of said Wm D. Jones, Wm B.
Jones John M. Jones Ben. D. Jones
Nancy E. Allen Wm J. Leamack and
the unknown infant heirs of Sam. C. Jones deceased
but one James Chame of the City
of Philadelphia Pa. has qualified
in the Circuit Court of Scott County
as his executor.

The interest which the said Wm
McGeorge Jr. acquired in said land,
he acquired with a full knowledge
of your creditor's lien for his said
purchase money, and knew that
it was outstanding and unpaid.
Your creditor has been informed that
one S. Lawrence French of Boston
and J. M. Bailey ^{and Percy McGeorge} claim an interest
in said land but just what it is
he calls on them to answer. Whatever
it may be, they acquired with
full knowledge of your creditor's
lien and outstanding purchase
money.

The object of this bill there-
fore is to have enforced against
~~said~~ one half of said land
fully described in a ^{copy of} deed

herewith filed as part hereof
marked "D" And which is a copy
of the deed made by your orator
to said Jones: And to have said
half or so much thereof as may
be necessary sold and the proceeds
paid on his said purchase money
bond first herein mentioned. And
should it prove insufficient then
that a personal decree be rendered
against said Jones' personal repre-
sentative and executors for any such
deficiency, and should they fail to
pay or discharge the same, then that
a personal decree be rendered
against said securities in said
bond with Collateral Conditions viz:
Wm. H. Nichols, J. B. H. Mills, and
J. H. Bullitt Jr.

To effect which your orator
prays that J. C. Chance executor
of the last will and Testament of
W. D. Jones, deceased, Catherine
Jones, B. D. Jones, J. M. Jones W. J.
James Eligahet ~~James~~ Allen W. J.
Carmack, and the unknown heirs of
J. C. Jones deceased all of whom
are infants and non residents

And Wm H. Nickles, J. H. Bullett
Jr. and J. B. F. Mills and William
McGeorge Jr and John M. Bailey
and ~~S. Lawrence French~~ + Percy McGeorge.
He made parties and answer the
same but they need not do so
upon oath, that being expressly
waived. And on a hearing & de-
cree he decreed, enforcing your
orders, being upon one half of
said tract of land, that the same
be sold or so much thereof as may
be necessary to pay the same, and
should it fail to fully pay the
same then that Wm H. Nickles
J. B. F. Mills and J. H. Bullett Jr
be decreed to pay and discharge the
residue. And for all other
further and general relief
May your wisdom.

A. L. Delmonico

P. 9

Wm. J. Goring

W. J. Goring

Ben. D. Jones et al

1871 2nd July Rules Billed

in filed, Order Pub. & Co.

1st Aug. Rules Contd. for
under Publication

2nd Aug. Rules Order

Publication completed

3rd Aug. Case set for hearing

4th Aug. Verdict & costs

5th Aug. Dec. awarded Paul

6th Aug. Rules

To the Honorable H. S. K. Morrison
Judge of the Circuit Court of Lee
County Virginia:

The amended and
supplemental bill of Wm M. Young
in a Chancery Cause now pending
in this Honorable Court wherein
your orator is plaintiff and
Ben. D. Jones et al are defend-
ants, which amendment is made
in pursuance of a decretal
order, rendered in said Cause
on December the 4th 1891. But your
orator here re-iterating and re-
asserting each and every allegation
in said Bill as fully as if here
copied and set out in full for
amendment and supplement
thereto would say, that the cause
of said demurrer as pointed
out was for the following state-
ment in said original bill -
"In the meantime the said Jones sold
said land or a part of it to one
Wm Mc George Jr who now claims an
interest therein" The said words being
held to mean that Mc George had
purchased his interest from said

Jones before your orators lien had attached, to make clear this passage in said original bill is the main object of this amendment -

Your orator alleges that at the time said Wm McGeorge and Percy McGeorge and John M. Bailey made their purchases they each had both actual and constructive notice of your orators lien -

He therefore calls on them each to file an abstract of their Conveyances and show if they can what if any interest they have over and above that admitted by your orator. J. M. Bailey deed bears date Jan 22^d. 1889. and is for a moiety of the land in the original bill mentioned. The deed of trust to Percy McGeorge bears date on the day of 1889, and is for one undivided 16th part thereof. The deed to Wm McGeorge Jr. is dated April the first 1889, and recorded ~~July~~ 5th. 1889 and is also for one undivided sixteenth part of said land. It will be observed that your orators lien exhibited in his original bill is

dated May the 1st. 1889 and recorded
~~July~~ Aug. 9th 1889. But was Mr George
had full and positive information
before he made his purchase that
your orator had a lien upon said
land so sold to him by ~~Pratt~~
Jones - and he purchased with full
knowledge thereof, and his own
deed shows it on its face for the
Contract that said Jones should
pay the outstanding purchase money
which was held by no one except
himself - And he was personally
notified by your orator in the presence
of several persons and also by letter
by R. A. Ayers and others.

But this can be of little importance
because in October 1888, your orator
filed his bill in Chancery on for-
feiture attachment and made the
affidavit required by law and
filed and recorded in the clerk's office
in deed book 23 his Lien - penches on
said land, and at the December term
of this Hon. Court obtained a
decree for the sale thereof under
and by virtue of the attachment there-
fore sued out by him and levied

on this identical land which had
been attached in said cause a copy
of said Lis Pendens is herewith
filed as part hereof - and this at-
tachment cause was not dis-
missed until April 3rd 1890, a copy
of said final order will also be
found filed herewith as part hereof
By an inspection of all which
it will be seen that said land
was attached for \$2000.00 and in-
terest as thereon stated, which was
a part of the note or bond and
lien in the original Bill and
answer. And the same was in full
force and said Lis Pendens recorded
from Oct 5th 1888, to April the 3rd 1890
so that by the records, this attachment
and lien for the said \$2000.00 and inter-
est was pending and in full force
long before at the time and long after
each and every conveyance to Percy
Mc George Trustee, Wm Mc George Jr. or
John M. Bailey - and no doubt this is
the reason why said Jones retained a
lien in Bailey deed for one half
of said purchase money and agreed

and undertook in McGeorges deed to pay the outstanding purchase money -

This suit gave rise to, a compromise between your orator and the said Jones, on the first day of May 1889 and on that day the said Jones executed the bond and lien in the original Bill mentioned and sued on, and which covered the \$2000.00 and interest, and a small amount besides - And on that day the said Jones executed an aster agreement whereby he recited the said action then pending against him, and entered into an agreement whereby he was to pay in 30 days the sum of two thousand dollars and in one year the bond & lien sued on, and further that said unpaid sums were to be & remain a lien on said land - This Bond is herewith filed as part hereof, marked "Bond & agreement" and is prayed to be considered herewith as part hereof - It was this bond last named, and the lien sued on that was held by your orator and sought to be enforced, that moved

the said Jones on Oct 22nd 1889, to seek
your orator and for days importune
him to take personal security for
his lien on said land and release
his said lien on one half of said
land, so that said Jones might
the more fully comply with his
 manifold conveyances and con-
 tracts made in and about your
 orators property - And on this last
 named day your orator to accom-
 modate the said Jones agreed to do
 and the bond of that date, was
 made and entered into - It is filed
 with the original bill, but is again
 referred to here as exhibit "X", "Bond"
 and is prayed to be considered as
 part hereof - By an inspection of
 which it will be seen your orator
 states he retained a lien for the un-
 paid purchase money, not in the
 deed of conveyance for that was
 not the fact and it was well
 known to all the parties that it was
 not a fact, if that had been
 done there could have been no use
 for the attachment or lien mentioned
 in the bond sued on, at that date

the Lien and now and the attachment
and Lis Pendens were all in full
force of record in deed books
as shown by the exhibits - and on that
day and before the said Jones had
fully paid one half the purchase
money, and your crator and his
wife being required to and did ex-
ecute a deed of release on one
half of said tract, and his at-
tachment and written Lien being on
the whole tract, then it was that
said Jones, Wm H. Nickles, J. H. Bullett
and J. B. H. Mills undertook, and ob-
ligated themselves, in the bond of this
last date to secure and provide that
your crators un-paid purchase money
should be paid - And your crator is
advised that having under their
solemn deed & bond acknowledged that
there was such Lien, they are estopped
to deny it now if even there was
none such. But in truth and in fact
your crator had the Lien then in full
force, and by this bond he was
brought into security and firmly be-
lieved that the parties hereto were
honest and fair men little dreaming

that they were scheming to defeat his honest claim to the money due on his own property - He hopes still that they may prove his confidence in them not misplaced

Your orator asserts therefore that at the time and long before, the several conveyances to J. M. Bailey, Percy McGeorge Trustee and Wm McGeorge Jr. your orator had an attachment lien by duly recorded Lis Pendens on said land viz from Oct 22/888 to April 3^d 1890.

That said Bailey's deed contains a reservation for one half the Purchase money due your orator from said Jones, that this reservation ensures to your orator's benefit even if had had no other lien and said Bailey took subject to your orator's right.

2 That his said lien and the lien in the note and on, had been brought personally home to said Bailey Percy McGeorge Trustee and Wm McGeorge Jr. and that they purchased with full notice, of your orator's attachment & written lien and therefore subject to it -

That whether or not there ever was
 such heir the said Jones, (Wm D) Wm H.
 Nickles J. B. Mills and J. F. Bullett
 are estopped to deny the same. and
 are bound for one half of said
 purchase money. He is advised
 that the trust to George McGeorge has
 been fully paid and settled and that
 if not there are sufficient other
 effects in hands outside the land,
 here sought to be subjected to pay
 all that is secured by said trust &
 that as the said beneficiaries have
 two securities a court of equity
 will compel them to shift the trust
 off of this tract on which alone
 your creditor has security: He alleges
 that Wm McGeorge has a conveyance
 for the identical same subject which
 said trustee has and that is only one
 undivided sixteenth part of said
 tract or at most only two undivided
 sixteenth parts or equal to one eighth
 of the whole tract; that one half
 of said tract and $\frac{3}{8}$ of the other half
 is subject to your creditor's said lien.
 But that on its failure to said
 heirs of Wm D. Jones to whom

assets have descended are entitled to
and bound to pay the same and on
their failure that Wm H. Nickles
J. H. Bullett Jr. and J. B. H. Mills are
liable for and bound to pay the same
The object of this amendment and
the original bill therefore is to have
said lien enforced upon said
land and a sufficient amount
thereof sold to pay the same; that
on its failure the said heirs and
legates of the said Jones to whom
assets have descended pay the same
and on their failure that Wm H.
Nickles, J. H. Bullett Jr. and J. B. H.
Mills pay the same.

To effect which he prays that J. C.
Chance executor of the last will and
testament of the said ^{George D.} Jones deceased
Catherine B. Jones, Feny. D. Jones J. M.
Jones ~~W. J.~~ James, Eligabest Allen W. J.
Carmack the unknown next heirs
of Samuel C. Jones deceased Wm Mc-
George Jr. Percy McGeorge trustee J. M.
Bailey, Wm H. Nickles, J. H. Bullett Jr.
and J. B. H. Mills be made parties de-
fendants to this bill and answer the
same. That said executor answer and

state what sum or sums there are in
his hands for the payment of debts
that Percy McGeorge make answer and
state how he has executed said trust
and whether or not the same has not
been fully paid and discharged or if
only in part how much; that said
after defendant's answer to same
but they need none do so upon
oath that being expressly waived
that an order of publication be
made again. - the non residents and
a guardian ad litem be ap-
pointed for the infant defendants
to answer & defend them - And on
a hearing a decree be rendered
enforcing your orders said herein
against said land in its original
and this amended bill mentioned;
and that so much thereof be
sold as will pay and discharge the
same. or in failure to do then that
said legatee pay the same or cause the
said executor to do so or in their
failure that Wm H. Strickles, J. B. F.
Mills & J. H. Pettitt be required to
pay or discharge the same and
for all after further and

11
Wm M. Young

Amended
Bill.

Ben D. Jones et al

1892 2^d Febr. Rules & Res.
and Bill filed Sp
and on home Dept
- I visit as to their
order Pub. Court
" 14th March Rules & Res.
" 2^d April " "
" 1st May " "
" 2^d May Rules & Res.
Completed & of Conf
- Cause set for
hearing

General Relief. May before month
A. A. Proctor
P. 9.

Archib Court, Lee County, Va
Wm Young Plff
vs } Petition. In Chancery.
Wm D. Jones et al

Petition of Defd. Wm D. Jones.

Humbly Complaining, your petitioner,
Wm D. Jones, represents to the Honorable
Judge H. S. K. Morrison, of the Archib
Court for Lee County, as follows:

1st Your petitioner is not a resident
of the state of Virginia; That
before the term of this Court held
December 1888, plaintiff Wm Young
brought in this Court a suit in Chancery
against your petitioner and against
D. M. Lipps and J. B. F. Mills, upon
a certain bond dated May 25, 1887
for \$3000. subject to a credit of \$1000 as
of June 8, 1888, given in part payment
for a certain tract of land bought by
your petitioner of said plaintiff. That at
said December term of the Court, your
petitioner not then putting an appear-
-ance, he having been summoned merely
by advertisement, and not knowing
of said suit until after judgement,
a decree was rendered by which plain-
-tiff was held entitled to \$2000. and interest
from the date of said note, and said land
ordered, after certain preliminaries,
to be sold to satisfy said judge-
-ment.

Now your petitioner represents

that the enforcement of said decree would do him great wrong, for the following reason: Because, as will appear by reference to the deed filed by plaintiff, your petitioner bought of said Young, as he was induced to believe by said Young, a tract of 1000 acres, for which he agreed to pay the sum of \$10,000.⁰⁰. Now your petitioner represents and charges that it has been ascertained, by accurate survey made recently, that said land does not contain ^{but only contains 589.4 acres} 1000 acres; which your petitioner is advised gives him a clear and undoubted right to an abatement of the purchase money. In as much as your petitioner now represents that he would not have agreed to give by any means as large a sum as \$10,000. for said land, had he not believed the representations of his vendor, said Young, that it contained 1000 acres; that he considered \$10. per acre a fair price for said land and was willing to give that price for it, but that he most certainly would not have paid more than that for it. Wherefore he insists that said judgement

(which would never have been rendered had your petitioner known of the proceedings and been represented) does him great wrong.

Therefore your Honor is respectfully petitioned that said Wm. D. Jones deft. be allowed a reasonable time, in which to answer said bill, to make proof, and do whatever else he is advised may be necessary for his protection; that an order be entered requiring the plaintiff and the Commissioner appointed to sell said land to suspend any action in the premises until such further time as your Honor may fix and that all other proper orders and decrees be made necessary to render to your petitioner the relief to which he may be entitled; and his prayer further is that Wm. Young be made a party defendant hereto. And he will ever pray etc.

Bullitt McDowell
Counsel p. d.

Virginia, Wise County, to-wit
This day personally appeared before me ^{J. F. Bullitt Jr.} H. C. McDowell Jr. a notary public for the state & county aforesaid,

Wm D Jones, whose name is sign-
-ed to the foregoing petition, and
in said state & county, made oath
that of the foregoing petition such
parts as are stated of his own knowl-
-edge are true, and such as are
stated from information derived
from others be believed to be true.

Given under my hand this
23 day of March 1889.

J. F. Bullitt Jr.
N. O. W. Co. Va.

Wm D Jones et al
Petition

Wm D Jones et al

Wm D Jones et al

Wm D Jones et al

Bullitt & McDowell
P.D.

(1)

The Separate Demurrer and Answer of Wm M^r George Jr. to a bill and amended bill in eq. brought by Wm M. Young in the Circuit Court of Lee County.

Respondent says that neither said bill nor amended bill is sufficient in law and therefore he demurs thereto; but should further answer be deemed necessary answering he says:

In order that the court may get a clear understanding of the facts in this case respondent will here give them in full in as nearly chronological order as their relativity will permit.

1st By deed dated May 25, 1887, recorded in Lee County May 26, 1887, Wm M. Young & wife conveyed to W. D. Jones the land in the bill mentioned for and in consideration of \$10,000⁰⁰ to be paid as follows viz \$1000⁰⁰ in 3 months, \$3000⁰⁰ in 6 months, \$3000⁰⁰ in 1 year, and \$3000⁰⁰ in 2 years, a copy of which deed is filed herewith as part hereof marked Exhibit B from which

(2)

It will be seen that no lien was re-
tained on said land for said
purchase money or any part thereof.

2nd By deed dated November
12th 1887, recorded in Lee County
April 25 1889. said Jones & wife
conveyed one moiety of said land
to John M. Bailey, for and in
consideration of a certain sum
to wit - \$3000⁰⁰ paid in cash by
said Bailey to Jones, but (as express-
ed in said deed) subject to the
payment of an equal moiety of
the balance of purchase money
still due and unpaid in ac-
cordance with the terms of said
said deed from Young to Jones,
a copy of which deed is filed here-
with marked Exhibit 2. Respon-
dent is informed believes and
charges that at the date of this
deed the whole purchase money
was due ^(or unpaid) from said Jones to said
Young and that said Bailey
by accepting said deed thus be-
came personally bound to said
Young for one half thereof,
that is, for \$5000⁰⁰; but respon-

(3)

deed says that - no line was re-
turned in this deed, and that
said land was ~~not~~ by it - made
chargeable with any part thereof.

3rd By deed dated February 18, 1888
recorded in the County ~~Office~~ ^{inter alia} 1888.
said Jones & wife conveyed ^{inter alia} to J.
Lawrence French an undivided $\frac{1}{8}$
interest in said land for and in
consideration of \$20,000 paid in
cash, a copy of which deed is filed
herewith as part hereof marked
Exhibit - 3, from which it will
be seen that no mention is made
in said deed of any purchase
money being unpaid to said Jones,
and respondent is informed, be-
lieves and charges that - at the
time said French took said
deed he knew nothing thereof
and thought said ~~deed~~ ^{purchase} money
had been paid in
full.

4th By deed dated June 22, 1889
~~recorded~~ ^{recorded} in the County
June 25, 1889, said Bailey
and wife conveyed to J. H. Mason the
undivided $\frac{1}{8}$ of said land and

(4)

had, as aforesaid, been conveyed to
said Bailey by said Jones and
wife, ~~who~~ for and in consideration
of \$⁵⁰⁰ paid in cash, a copy of
which deed is filed herewith as a
part herof marked Exhibit-4,
and in this deed, also, nothing was
said about any balance of pur-
chase money due to said Jones.
5th By deed dated July 18th 1889,
recorded in the County of
1889, said ~~Wm~~ D. Jones and wife
conveyed to respondent an un-
divided $\frac{3}{16}$ interest in said land
for and in consideration of
paid in cash, and with the express
agreement that all deferred pay-
ments which said Jones might
owe on said land should be by
him paid and discharged, ^{a copy of} which
deed is filed herewith as a part
herof marked Exhibit-5

6th By deed likewise dated July
18, 1889 recorded in the County
of ~~August~~ 1889, said Jones
and wife conveyed, *inter alia*, to
Percy Mc^r George, in trust, and un-
divided $\frac{3}{16}$ interest in said land

(5)

for and in consideration of a large sum of money, paid in cash to said Jones, a copy of which deed is filed herewith as part marked "Exhibit-6"

7th By deed dated December 19 1889, recorded in the County 1889, said J. H.

Mann and wife conveyed to respondent ~~the~~ the undivided moiety of said land which had, as before, been conveyed to said J. H. Mann by said Bailey and wife, for and in consideration of \$ paid to him in cash, a copy of which deed is filed herewith as a part hereof marked "Exhibit-7"

Thus it will be seen that said vendors, by virtue of the deeds above said, claim the following undivided interests in said land: viz,

| | | |
|---|-------|----------|
| Wm ^c George Jr. | 11/16 | interest |
| J. L. F. | 2/16 | " |
| Per ^c W ^c George Junster. | 3/16 | " |

Prior to October 1888, as respondent is informed, before and during

(6)

said Jones paid to said Young
the note first above mentioned
for \$1000⁰⁰ and also paid
him on said second note
which was for \$3000⁰⁰ and be-
came due May 25, 1888, the
sum of \$1000⁰⁰.

In October 1888, said
Young brought a suit in equity
in this court against said
Jones for the sum of \$2000⁰⁰.
The balance due on said last-
mentioned note, alleging that
said Jones was a non-resident
and praying for an attach-
ment against said land and
that it might be subject
to the payment of the balance
due on said note, and plain-
tiff now claims that said suit
was regularly returned and
said attachment levied, and that
he thus acquired a lien on said
land for the balance due on
said note. Respondent says that
it is true that said Young did
in said suit on Oct. 5, 1888, file

and have received a bill of sale
 a copy of which is filed with his
 amended bill, and is here referred
 to as a part hereof; but respon-
 dent has been unable to find
 the papers in said cause
 save and except the ~~petition~~
 petition and answer of
 said Jones, and is therefore
 unable to say whether said Jones
 did or did not by virtue of
 said suit acquire a lien on
 said land, as aforesaid, or
 on any interest therein. Re-
 spondent, therefore, deems that
 he did acquire such lien and
 calls for proof thereof. But
 whether he thus acquired
 a lien on any interest in said
 land or not, it is clear that
 he did not acquire any such
 lien on the moiety which had
 been previously sold by Jones to
 Bailey and the $\frac{1}{8}$ interest pre-
 viously sold by Jones to French.

It is true that said Jones ob-
 tained a decree in said cause
 directing the sale of said land

(8)

for the payment of the balance
due on said note, but said
Jones has not appeared in said
cause and said judgment
against him was obtained
upon an order of publication
and at the April Term 1859,
filed his petition in said cause
setting forth that he has a
substantial defense and pray-
ing to be allowed to make the
same, and was thereupon allowed
by the court to file, and did
file his answer in said cause
setting forth that he had pur-
chased said land upon the
representation by said Jones
that it contained 1000 acres,
that as a matter of fact it con-
tained but $589\frac{1}{10}$ acres, and praying
to be allowed an abatement on
the purchase price for this deficiency
of $410\frac{1}{10}$ acres at the rate of $\$10^{\frac{00}{100}}$
per acre. Whereupon the court entered
a decree staying the execution of
said former decree and giving said
Jones until the next September term
of court to make his proof. Said

suit was thereafter settled and
 compromised, as will hereinafter
 be more fully set forth,
 and no further action was
 taken therein until
 April 1st, 1890, and which
 time it was on motion of
 said Young dismissed and
 stricken from the docket. all

~~In the meantime, Henry S.~~
~~Rane and J. O. Kane~~ of which
 will more fully appear by reference
 to the papers, deems some pro-
 ceedings in said cause which
 are here referred to as a part-
 hereof.

In the meantime H. S. Kane
 and J. O. Kane had & brought
 in this case an action of ejectment
 against said Young, he being
 in possession of the land as tenant
 of said Jones, for a large part
 of said land. This action was com-
 menced in the summer of 1887, and
 on November 26, 1887, the said
 Jones pleading that ^{possibly} said Kane
 had the better title to said land, ^{+ wishing to quiet the matter of title}
^{at any rate} promised said action with them by which

compromise said ~~Jones~~ Kams
 agreed to convey their inter-
 est in said land to said
 Jones for the sum of \$1200⁰⁰
 of which said Jones paid \$200⁰⁰
 in cash and executed his
 note for \$1000 payable two
 years after date with interest.
 A copy of which agreement
 is filed ^{in this court in case of H. P. Kams vs. J. L. Chance & et al.} herewith as
 heretofore marked "Exhibit B".

Thus it will said papers
 and proceedings in said action
 of ejectment are here referred
 to as a part herof.

Thus it will be seen that
 on May 1st 1889, Jones had
 parted with a 10% interest in
 said land; had paid said Jones
 \$2000⁰⁰ thereon, and had paid
 and agreed to pay \$1200 to said
 Kams on said land, which should
 probably have been paid by said
 Jones, and that there was a shortage
 in the acreage of said land amount-
 ing to 40⁶/₁₀ acres, and that said
 Jones was, therefore, probably
 indebted to said Jones for the

sum of only \$2494.

This being the status of the matter said Jones and Young made the compromise agreement filed with the amended bill marked

"Bond & Agreement" dated ~~on~~ May 1, 1889, and which is here referred to as a part hereof. By this agreement, as will appear from an inspection thereof, said Jones agreed to pay said Young \$2000⁰⁰ in 30 days from date and \$2000⁰⁰ on or before May 1st 1891, and this last sum was to be a lien on said land. And said Young agreed to accept these sums in full satisfaction for the balance of purchase money claimed by him for said land and to forthwith dismiss said suit against said Jones.

Respondent believes and charges that the said Jones paid said Young a sum of two thousand dollars

mentioned in said agree-
ment and executed his
note or bond for the re-
maining three thousand
dollars therein mentioned,
and that this is the
note or bond upon which
said agreement was never put to
issue, and while it is true
that said James did on
August 9, 1889, attempt
to have said note or bond
for \$3000 recorded and
did have it - upaid on the
deeds books of the county,
yet said paper was never
acknowledged, was not re-
cordable, and said recorda-
tion was invalid and void.

Thus it will be seen that
on ~~October 22, 1889~~ July 18, 1889, the
date of the deed from James & wife
to respondent for $\frac{3}{6}$ interest in
said land and to Percy W.
George, trustee, for $\frac{3}{6}$ interest
in said land, ~~and James had and~~
also on December 18, 1889, the date of the

deed from J. H. Mann to re-
 spondent for a moiety of
 said land, said Jones had
 no lien whatever on said
 land or any interest therein,
 or at least none which would
 affect a purchaser for
 value without notice and
 respondent says he was not
 in making both of said pur-
 chases a purchaser for value
 without notice — that he had
 no notice, either actual or con-
 structive of said transaction of
 May 1st 1889, nor of said \$3000
 note or bond nor of said
 agreement of May 1, 1889.
 That he had paid the full
 consideration both to said Jones
 and said Mann on said
 purchases and had taken ^{the} deeds
 from said Jones and had
 the same recorded before he had
 any such notice.

Respondent further says that
 on October 22, 1889, said Jones
 obtained from said Jones
 a deed of release by which the

(14)

said young if he then had
any claim on the interest - sold
in said land sold as afore-
said by said Jones to
respondent, L. G. French
and Percy W. George &
trustee, expressly released
the same, a copy of which
deed is filed herewith as part
of marked Exhibit - 2

Respondent further says
that - of this last mentioned
deed he had no knowledge
or notice either actual or
constructive until long after
he had taken said deed
from said Thomas and
fully paid him the consid-
eration therefor.

Respondent further says that
Henry S. Kane, claiming to be the
assignee of J. P. Kane of the aforesaid
note of Wm D. Jones to said Kanes for
\$1000⁰⁰ mentioned in aforesaid Exhibit
& also claiming also to be the assignee
of J. L. Shoemaker the administrator
of J. P. Kane deceased of the balance of

The purchase money mentioned in said agreement as money due from Collier on the original contract with H. S. Kane, deceased, has brought suit in equity in this honorable court against respondent and others, claiming that he has a lien on said land for said claims and seeking to subject the same for the satisfaction thereof.

Wherefore respondent prays that this cause be consolidated with said cause of H. S. Kane vs. J. C. Chance, & others, and that a commissioner be appointed to ascertain what liens, if any, there are upon said land, and the priorities thereof, and having fully ^{and denying all the allegations of plaintiffs which are not herein admitted or denied} answered, respondent prays to be hence dismissed with his costs in this behalf expended.

R. T. Irvine
for respondent

Mr M. Young

os } Dr. + Alex.
 } Mr M. Young

Ben. D. Jones chals

Fields in open
Court by lease
thereof June 16th 1854
D. H. Jones

The joint and separate
answers and answers of
J. B. F. Mills, W. H. Starks,
and J. F. Boulton Jr. to a
^{supra captioned bill} bill
brought against
them and others by ^{Wm}
M. Young in the Circuit
Court of the County.

Respondents say
that - neither said bill
nor amended bill is suffi-
cient - in law and they
demur thereto. But
should further answer
be deemed necessary, ans-
wering they say. That - they
have seen the answer of
their co-defendant, ^{Wm M. Young Jr.} ~~Wm M. Young Jr.~~
and they are informed, believe
and charge that - each and
all the allegations therein are
true, but they here refer to said
answer and pray that the
same may be so ordered a part
of this answer as fully as if
the allegations therein contained
were here again at length set
out respondents also pray

refer to each and all of the exhibits filed with said answer of said Wm. McGeorge Jr. and to all the exhibits and papers therein referred to and pray that each and all thereof may be considered and read as a part hereof.

Respondents further say that at the time each of them signed and sealed the bond dated October 22 1889 filed with the bill marked "Bond 2" neither of respondents had any knowledge or notice whatever of the compromise agreement between said Jones and Young dated May 1 1889. And no knowledge or notice of the fact that said Jones had executed to said Young the bond or note therein and upon they did know that - and that their said response to the said compromise had been taken.

and compromised and
supposed said suit had
been dismissed, but of
the terms of said compo-
mise neither of them
knew anything whatever.

As an inducement
to obtain the signatures of
respondents to said bond
said Jones and said Young
represented to them and each
of them that said Young
had retained a lien in said
land from himself and wife
to said Jones for all the unpaid
purchase money on the whole of
said land; that the original
purchase price was \$10000⁰⁰
and that one half thereof had
been paid and only \$3000⁰⁰
remained to be paid and that
one half of said land was being
security to satisfy this balance
of \$3000⁰⁰; that respondents
believed these representations
and believed that they would
run but little risk in signing
said bond, and as an inducement

moderation to said J. and without other consideration of any kind whatever agreed that each would sign said bond if each of the others would do so, and accordingly each of the respondents signed, and delivered said bond. But since the bringing of said suit respondents have learned that no now charge that the said J. will not retain the said bond for said respondent purchase money or any part thereof. Respondents deny that said J. acquired a lien on said land by the attachment proceedings referred to in the answer to bill, and say moreover that if he did by said proceedings acquire such lien that he by said agreement of May 1, 1889, with said J. voluntarily released the same and they deny that

~~was~~ a new line on any line
 on said property by said
 agreement only reason of
 the note sued on and say
 that at the time respon-
 dents executed said bond
 of Oct. 22, 1867, said Young
 had no line on said prop-
 erty of any kind whatever
 and respondents say that
 they the said representatives
 of Young and Jones
 concerning said line were
 false, but whether they were
 known so to be by some of ones
 or Young or both of them
 respondents are unable to
 say. But however this may
 be, neither of respondents would
 have signed said bond but for
 the fact that he then believed
 (whose belief was induced by some
 representation of said Jones and
 Young) that said line then
 had a line on the whole of said
 land for said \$2000⁰⁰ and
 that said line had been re-
 turned in said original deed

Respondents say further that
at the time they signed said bond
they knew nothing about the claim
of H. S. Kane, ^{& J. P. Kane} against said land
under the agreement with Wm. D. Jones
^{referred to in} filed with the Bureau of ~~War~~ ^{for}
as ~~Wm. D. Jones~~ ^{H. S.} as "exhibit-8";
that said ~~Kane~~ ^{H. S.} now claims to be
the assignee of the note for \$1000⁰⁰
given to ~~himself~~ ^{self} & J. P. Kane by Jones
and Bailey under said agreement
and the assignee from the admin-
istrators of H. S. Kane, deceased, of
a judgment against Solomon
Collins for \$300, the balance of the
purchase money due said Kane
estate as alleged, mentioned in
said agreement; that if respon-
dents had known of this alleged
claim they would not have entered
into said bond; and respondents
believe and charge that said ~~Jones~~ ^{he}
knew thereof at the time he procured
said bond from respondents, but
concealed the fact from respondents.

Wherefore they say that -
 The signatures of each of said
 respondents was to said bond
 was procured by the fraud of
 the said person, or that said
 bond was signed by each of said
 respondents under a mutual
 mistake of - and that in
 either case the same should
 be annulled and held for
 naught to the said party to be bound
 in said matter.

H. C. W. ^{2d} Donnell Jr.
 Atty for Respondent

Wm Young

Deer + Co.

ms. { of Mills, Butler
& Co.

B. N. Jones & Co.

Filed June 16th 1891
in open court by
Clerk thereof.
J. A. S. [unclear]

Wm M. Young
vs $\frac{2}{3}$ Sec. Ch.

Ben. D. Jones et al

The separate demurrer and answer of A. Lawrence French to a bill exhibited against him and others in the above styled cause by Wm M. Young -

For demurrer respondent says plaintiff's said bill is not sufficient in law, whereof he prays judgment.

But should further or other answer be required, respondent answering says that he has seen the answer filed in this cause by his co-defendant, Wm M. George Jr. and that he is informed, believes and charges that each and every allegation of said answer is true, and he here refers to said answer and the exhibits filed therewith, and prays that the same may be considered as a part hereof as fully as if copied at large herein, and the references to exhibits filed repeated herein -

Respondent states that he purchased & took by deed from Wm D. Jones, in his lifetime, a number of tracts of land

and interests in lands, including
an one-eighth undivided interest in the
tract of land in Controversey. This deed
was dated Feb. 18-1888 and is recorded
in Lee County D.B. 23. pg 363. and
a certified copy of it has been filed
with the aforesaid answer of Wm M. C.
George Jr. marked "Exhibit 3.", which
this respondent here again prays may
be treated as a part of this answer.

Respondent states and charges that
he bought his said interest from
of any encumbrance whatever,
^{and well knowing it, to be so -}
and that he paid the said Wm D.
Jones the purchase price in full
therefor, that when he made said
purchase there was no lien, or en-
cumbrance of any kind whatever,
existing on said land, either as shown
by the Lee County records or otherwise.
That he knew nothing whatever of
the transactions set out in the plain-
tiff's amended bill and the exhibits
filed therewith, in which this land
was sought to be attached by the
plaintiff, or in which the said
Jones purported to grant to the
plaintiff a lien on the same.

tract, or any of the other dealings and transactions in said land, until very recently and long after the institution of this suit, and he most emphatically denies the right of the plaintiff to subject his one-eighth interest to the payment of any part of his said claim.

Respondent further states that he knew nothing whatever of the ~~the~~ release deed given by the plaintiff to said Jones dated Oct. 22nd 1889, nor of the bond signed by his co-defendants Buelitt, Mills and Nickels, that although said release deed states that it is to ~~be~~ ⁱⁿ ~~to~~ ^{the} ~~benefit~~ ^{benefit} of respondent; yet respondent denies that there was any necessity therefor as his said interest could not in any way have been hampered for any unpaid purchase money due by said Jones. ^{But that if any encumbrance existed thereon, it is expressly released by the plaintiff by his said deed of Oct. 22nd 1889 -} And now having answered as fully as he is advised it is material for him to answer, and denying each of and every allegation of the plaintiff's bill and amended bill not heretofore admitted or denied, respondent prays to be hence dismissed with his costs in this behalf expended -

R. T. Irvine for respondent

Wm M. Francis

Dec 10 + Dec 11
+ 5 1/2 A. Lawrence Frank

Ben D. Jones et al

Filed in open
Court by leave
of the Court June 16 1892
J. A. [unclear]

Wm M. Young $\frac{2}{3}$ Lu. Ch. Lee. Circ. Ct
vs
Ben D. Jones et al

The separate demurrer and answer of Percy M^{re} George, Trustee, to a bill exhibited against him & others by W^m M. Young in the above styled cause -

For demurrer respondent says that plaintiff's said bill is not sufficient in law, whereof he prays judgment, but should further or other answer be required, respondent answering says that he has seen the answer filed herein of his co-defendant W^m M^{re} George Jr. and he is informed, believes and charges that each and every allegation of said answer is true, and he hereby refers to the same as a part knowof, and prays that it may be read and considered in connection herewith as fully as if copied at large herein, and he refers to the exhibits filed in connection with said answer, as fully and completely as if here referred to & filed -

Respondent states that it is true as alleged in his co-defendants answer that Wm D. Jones conveyed a three sixteenths undivided interest in this tract of land to respondent by deed dated July 18th 1889, and recorded in Lee County D.B. 24. pg. 188, a certified copy of which is filed with the said answer of Wm M George Jr. & marked "Exhibit 6", and the same is here again prayed to be noted as a part hereof.

It is true, also, that said conveyance was made in trust to secure Wm M George Jr. the sum of \$100,000 paid and advanced in cash to said Jones, not one cent of the principal of which has ever been paid to said Wm M George Jr. and there is now a great accumulated delinquency in the interest due on said principal.

Respondent states that when said deed was made to him, neither he nor Wm M George Jr. had any notice whatever, either actual or constructive of the claim sought to be set up here now by this plaintiff -

He states and charges that the original deed from Young to Jones contained no vendor's lien, that he knew nothing whatever of the attempt of said Young to attach this land by the proceedings mentioned in plaintiff's amended bill, and he denies that said attachment proceedings constituted any lien ^{by} ~~point~~ which the note here sued on can be bound upon this land - He knew nothing whatever of the compromise arrangement made by said Young & Jones on May 1st 1889, ~~and~~ ^{nor} of the existence of the note here sued on, until long after said conveyance of July 18th 1889, & not until recently and after the institution of this suit. He is informed, believes and charges that no constructive notice existed of said arrangement until the conveyance aforesaid had been made to respondent & recorded, if any such constructive notice exists at all, which respondent denies - He further states & charges that he knew nothing whatever of the release deed made by said Young to said Jones dated Oct. 22nd 1889, nor of the bond given by his co-defendants Mills, Bullitt and Nickels - That he took the said con-

variance in trust, believing the land to be
 entirely unencumbered, and without
 notice of any kind whatever that there
 existed this or any other outstanding claim
 against it. Respondent states & charges,
 however, that if any such encumbrance
 ever existed, it is expressly released by
 said Young by his deed of Oct. 2nd
 1889. And now having answered as
 fully as he is advised it is material
 he should answer, and denying each &
 every allegation of the plaintiff's bill and
 amended bill not heretofore admitted
 or denied, respondent prays to be hence
 dismissed with his proper costs in this
 behalf expended.

R. T. Irvine
 for respondent

Wm M. Young
 vs Percy W. Young
 1 Brown - 1 Curran

Ben. D. Jones
 Filed in open
 court by leave
 of June 10/89
 J. C. E. 1892

Circuit Court, Lee County, Va.
Wm. Young
vs. J. Dinsmore — In Chancery.
Wm. D. Jones et al

To the Hon. H. S. St. Morrison, Judge
of the Circuit Court of Lee County, Va.

The separate answer and
demurrer of Wm. D. Jones to a bill
of complaint exhibited against
him and others in this court by
Wm. Young, Pltff.

Defendant says said bill is
not sufficient in law, wherefore he
demurs & prays judgement thereof, and
not waiving said demurrer, for an-
-swer, in case answer is deemed essen-
-tial, your respondent says that
on Oct 5, 1888 plaintiff filed his bill
in Chancery in this court against
him and J. B. F. Mills and D. M. Lippo,
asking that judgement be rendered
on a certain purchase money bond
dated May 25, 1887 for \$3000, subject to
a credit of \$1000 as of June 8, 1888, made
by your respondent and signed by said
Co-defendants Mills & Lippo as securi-
-ties, given as part payment for a
certain tract land described in
the papers filed by said plaintiff.
Summons was duly served on deft
J B F Mills, and your respondent
and deft Lippo, both being non-
-residents, were summoned by

* he says that he paid said Young \$1000
on said land on or before August 25, 1887,
and he admits that he paid the \$1000 credited on the
bond sued on on June 8, 1888.

advertisement, and no appearance
being made by any of said defendants,
judgment was rendered in favor of
plaintiff, and decree entered order-
ing, after certain bonds were made,
that so much of said land be sold
as might be necessary to fully
satisfy said judgment; and
your respondent having been
allowed on petition to answer
its in this cause, says —

He admits that he is a non-resi-
-dent; that he bought the land
described (in the deed filed as part
of plaintiff's bill) and on the terms
set forth in said deed; and that
he executed and delivered to said
Young the bond sued on, with J. B.
H. Mills and D. M. Lipps as his securi-
-ties; but your respondent denies
that he is indebted to said Young
in the sum of \$2000 and interest from
May 25, 1887, as charged by said
plaintiff, or that he is indebted to
him on said bond in any sum
whatever; for this reason, to-wit:
Your respondent says, as will ap-
-pear from the deed above mention-
-ed, that he agreed to pay \$10,000.
for a tract of land sold to him
as containing 1000 acres more or
less. That said Young represented,

* but that by accurate survey recently made, it has been ascertained that said land contains only 589.4 acres, a shortage of 410.6 acres

to him at the time of said purchase that said tract contained 1000 acres, that he was thereby induced to agree to pay for said tract the sum of \$10,000, that he was willing to give as much as \$10 per acre for said land, but was not willing and did not agree to give more, and that he would not have agreed to pay any such price for said land had he not (thinking his vendor did ought to know the area of the tract) believed because of said Young's representations that said tract contained 1000 acres; that the clause "more or less" was put in said deed with the ^{usual} understanding that it was meant to and would provide only for very small variations in area arising from small mistakes in surveying etc, and that it was the intention of the vendor to convey 1000 acres, and your respondent's intention to give \$10,000. for 1000 acres, and that there was not the least intention on either side to make the bargain one of hazard as to the area of said tract. Your respondent says that he knew nothing whatever of the area of said land except from the representations of said plaintiff, and that to now deny your respondent an-

abatement of the purchase price according to the deficiency in acreage would be to allow the plaintiff to take advantage of his own wrong. Respondent says he is not able to say whether said representations as to area were made by said plaintiff with intent to defraud, or by reason of honest mistake, but he does say and charge that in either event a great injury would be done him, unless an abatement in price is decreed.

Wherefore your respondent prays, that this answer may be taken as a cross bill against said Wm Young, that said issue & that he be required to answer the same ^{being thereby waived} on oath, that an abatement of the purchase price be decreed to correspond to the shortage herein shown to exist at the rate of \$18 per acre, that the ~~said~~ judgement heretofore rendered be set aside, that the bond sued on be ordered given up to be cancelled, and that the two remaining bonds be respectively two and three years from May 25, 1887 each for \$3000 be subjected each to a credit of \$1026.⁰⁰ as of May

25th/887, and that such other and further general relief be granted as to a court of equity seems proper. And having answered fully he prays he may be hence dismissed with his costs.

Bullitt McDowell
Counsel P.D.

Wm D Jones

State of Virginia, County of Wise Townsh
This day personally appeared
before me ^{J. F. Bullitt Jr.}, a notary public for said
state & county, Wm D Jones, whose
name is signed to the foregoing
answer etc, and in the said state & coun-
ty made oath that of the foregoing
such parts as are stated of his
own knowledge are true & such
parts as are stated in information
derived from others he believes to
be true. Given under my
hand this 23 day of March 1889

J. F. Bullitt Jr.

N. P. W. Co. Va

Lee Circuit Court

Wm Young

} Answer &c

vs } W D Jones

Wm D Jones et al

Filed in open
Court by leave
thereof April 1/87
J. H. Smith
cl

Bullett & McDowell
P. D.

Lee Circuit Court

Wm Young

vs { Demurrer

B. D. Jones et al

The joint and separate demur-
rer of Wm H. Nichols, J. B. F. Mills
and J. F. Bullitt, Jr to a bill
in chancery exhibited in Lee
Circuit Court against them
and others in the above styled
Cause.

For demurrer respondents
say that Complainant's bill is not
sufficient in law, whereof they
ask judgement.

H. C. McDowell, Jr
Atty.

Lee Circuit Court

Wm Young

Demurrer

vs

7

Hickels, Mills & Bullitt

B. D. Jones et al

Received & filed

Decr. 2ⁿ 1891.

J. A. Whipple

Wm Young

vs ~~Demmon~~

Lee Circuit Ct.

BD Jones et al

The Demmon of Wm M George Jr. to a bill in Chancery exhibited against him and others in the Lee Circuit Court in the above styled cause.

For Demmon responded says the plaintiffs said bill is not sufficient in Law, whereof he pays judgment.

R. T. Loring
p. D -

Wm W. Young
vs $\frac{3}{4}$ Lusk
Ben. D. Jones

Declarator of
Wm W. Young

Wm M. Young

Ben D. Jones et al

This cause coming on again this day to be heard upon the Original and amended bills of complaint, the demurrer and answer of Wm M. George Jr., the demurrer and answer of S. Fawcett French, the demurrer and answer of Percy M. George Trustee, and the joint and separate demurrer and answer of J. S. F. Mills, J. F. Bullitt and W. H. Nickels, joined in said demurrer, applications to said answers, exhibits filed with said pleadings, the depositions of witnesses and the former decrees and orders entered herein, were argued by counsel, upon consideration of which it is adjudged ordered and decreed that the plaintiff has not a lien on any part of the land in the bill and proceedings mentioned, for the debt sued, and further that said plaintiff has no cause of action against the said Nickels and Bullitt, and the administrator of said Mills, and this court being without jurisdiction to grant a personal decree against the executor of Wm D. Jones, deceased, it is therefore adjudged, ordered & decreed that the plaintiff be dismissed and that he pay the costs of this cause and that this cause be stricken from the docket

Wm M. Gann

W. S. Fernald
Dress

Bu D Jousatals

Entered on C.B. No 6.
RP 5-22 & 5-23.

Enter this

+ a woman

March 1901

Wm Young

vs

1/3

Chancy

Ben D. Young et al

and

H. Skane

vs

J. C. Chancy et al

1/3

Chancy

3

These two causes coming on to be heard together again this day upon the rule awarded herein against Wm Young the plaintiff in the first named cause, and upon motion of H. Skane the plaintiff in the second named cause, by A. L. Prudden, his attorney, at whose instance said rule was taken, ~~that~~ it is ordered that said rule be dismissed at the cost of said Young, and upon motion of H. Skane by his said attorney A. L. Prudden, ^{and by counsel of party} it is ordered that the order entered herein ~~at the~~ on June 16th 1892 be and the same

is hereby vacated & annulled
so far as the same pertain
to consolidating or bringing
on these causes to be heard
together, and it is further
ordered that each of these
causes shall hereafter pro-
ceed separately, the court
reserving for further adju-
dication the question as to whether
or not any sale shall be
awarded of any part of
the land in dispute under
any future decree in either
of said causes until the
whole of the matter in
dispute in both causes
shall have been adju-
dicated, and these
causes are continued.

Wm Garrison
vs $\frac{1}{2}$ share
Ben D. Jones
and

H.S. Kane
vs $\frac{1}{2}$ share
J.C. Chaney Esq

Entered in
Chancery Order
Book Page 81

Enter their

M. J. M.

Nov 14 - 94

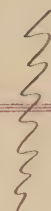
Wm M. Young
vs $\frac{1}{2}$ Lu. ch.

Bur. D. Jones et al

This cause coming
on this day to be heard upon the
bill and amended bill of com-
plainant and exhibits filed
therewith, and the ^{separate} demurrers and
answers of defendants Wm M George
Jr. Percy M George Master, S. Law-
rence French, and J.B. F. Mills
J. F. Buclitt Jr. and W.H. Nickels,
joined in said demurrers, ~~upon~~
~~consideration and general replication~~
~~to said answers~~ ^{as was argued by counsel,} upon considera-
tion whereof it appearing to the Court
that the order of publication in
this cause as to the infant heirs
of S.C. Jones, deceased, was impro-
vidently awarded, it is ordered that
this cause be remanded to rules as
to then them to be properly re-
manded, and upon motion of the defendant
Wm M George Jr. by counsel ^{as was argued by counsel,} it is further
ordered that this cause be brought
on for final hearing with the cause
of H.S. Kane vs J.C. Chance et al,
now pending in this Court, in chancery,
and as to all other defendants than the aforesaid infant
heirs of S.C. Jones, deceased, this cause is continued -

* And time is given the plaintiff to except to the aforesaid
answers, until the next term of the Court, and if
he should be advised so to do -

Wm M. Young

is  order

Ben W. Jones chal

Encl Page 424

Enter this

H. S. K. M.

June 16 - 1892

Wm M. Young --- Pegg.

against

1 Ben. L. Jones et al. v. Jeff-

Inchy

This cause came on to be heard this day upon the bill of the plff and exhibits filed and ~~was~~ the de-
murrer of Wm McGeorge, a de-
fendant therein and forer in
said demurrer ~~and~~ by the plff.
and was argued by Counsel -

On Consideration whereof and for reasons appearing to the Court said demurrer is sustained; and on motion of the plff leave is granted him to ~~amend~~ ^{renew} his bill and said Cause is remanded to Rules for the filing of said amended bill should the plff be advised so to do.

Wm M. Young

v { Decree

Ben. D. Jones et al

Dec. 7, 1891

Enter to file

Dec. 7, 1891

Wm M. Young

(

Enter this

Dec. 4, 1891

H. L. R. M.

(

)

Wm Jones

15

1861

B. D. Jones et al

The cause coming on this day
to be heard by consent of counsel
plaintiff is allowed to amend
his bill and include Wm Jones
by Rev. M. H. Jones Justice and
I Lawrence to be as defendants
in said cause & by then counsel
they have notice and will enter
their answer to the bill
and the cause is continued

Wm. Young
1891 { In Ch.

Entered Chou
C.B. page 342
Sept 24/89
J. A. Skypatt

Enter This
H. L. K. 2000
Sept 24/89

Virginia

At a circuit Court continued
and held for Lee County at the
Court house thereof April 8th 1890.

| | | |
|------------------------|-------|---------------|
| Wm M Young | Plff |) In pleading |
| vs Wm D Jones et al | Defts | |

On motion of the Plaintiff
this Cause is dismissed.

Attest

Teste J A Wyette

Mr M. Fairbank
2nd copy of letter
Mr D. Fairbank

See for copy 20°

Lee Circuit Court
Wm Young
vs

Wm T Jones et al

his cause coming to be
heard this 1st day of April term
1889, and left Wm T Jones
having appeared by attorney & having
filed his petition asking that
he be allowed to answer in
said cause, make proof etc,
& that the papers formerly read
being considered, it is ordered
that left Wm T Jones be allowed
to file his answer in this cause,
which is this ^{day} done, and that he be
allowed until the first day of
the next term to make his proof;
and further it is ordered that the
sale heretofore ordered in
this cause (of the land in the pro-
ceeding mentioned) be suspend-
ed, until further order con-
cerning the same be made.

Wm. Jones
Entered May 13
1850 page 185.
A. H. H. H. H. H.

Entered
1/2 S. H. H.
April 1st 1859

WM. M. YOUNG,

vs.

BEN D. JONES ET AL.

IN THE CIRCUIT COURT

of

LEE COUNTY, VIRGINIA.

-0-

The deposition of J. H. Mann, taken before me, S. V. Gardiner, a Notary Public in and for the County of Shelby in the State of Tennessee, on the 23rd day of February, 1901, at the office of Joseph Gardiner & Sons, Anchor Mills, Memphis, Tenn., in the aforesaid County, between the hours of 8 A. M. and 6 P. M. of that day, to be read in evidence on behalf of the defendants, William McGeorge Jr., Percy McGeorge, Trustee, George Burnham Jr., and Sarah B. French, in a certain chancery suit pending in the Circuit Court of Lee County, Virginia, wherein Wm. M. Young is plaintiff, and the aforesaid parties and others are defendants, under the style of Wm. M. Young vs. Ben D. Jones et al., pursuant to notice hereto attached.

Counsel present:-

J. H. Mann, a witness of lawful age, being first duly sworn, deposes as follows:

Q-1. Please state your name, age, occupation and place of residence.

Ans. My name is Josiah H. Mann; age sixty one; occupation, Manager of Anchor Mills, Memphis, Tenn. Residence, Memphis, Tenn.

Q-2. Please state whether or not you are the same J. H. Mann who purchased from one John M. Bailey, a one-half undivided interest in two tracts of land in Lee County, Virginia, in the Wildcat Valley, aggregating 1,000 acres more or less, known as the W. M. Young tracts, which interest was conveyed to you by said Bailey and his wife by deed dated June 22nd, 1889; and whether or not you are the same J. H. Mann who conveyed this said interest so acquired to

1
to William McGeorge Jr., by deed dated December 19th, 1889.

Ans. I am.

Q-3. State whether or not you have just given on this day your deposition in another suit pending in the Circuit Court of Lee County, under the caption of H. S. Kane vs. J. C. Chance, Executor, et al.; and whether in said deposition you filed copies as exhibits A. & B. of the two deeds enquired about in the foregoing question; and, if so, please refer to said deeds as exhibits with your deposition in this suit?

Ans. I have, and I attached thereto certified copies of the two deeds, marked, "Exhibit A" and "Exhibit B" respectively, reference to which is hereby made, as "Exhibit A" and "Exhibit B" to this deposition also.

Q-4. I will ask you whether or not at the time you made the purchase as aforesaid from John M. Bailey and took said deed from him you had any actual knowledge, direct or indirect, of the claim now being made by the plaintiff in this suit, Wm. M. Young, his claim being for \$3,000, with interest since 1889, as evidenced by a note executed to him by Wm. D. Jones, and claimed by said Young to be a lien on the whole of said land?

Ans. I had no direct or indirect knowledge of it at that time.

Q-5. Please state whether or not you paid the said J. M. Bailey the purchase price for said land according to your contract with him; and whether or not you had any such knowledge as asked for in the foregoing question at any time before you completed your said payments?

Ans. Settlement was made at the time deeds were delivered, and I had no such knowledge.

Q-6. Please state when you first learned of the claims made by the plaintiff as above enquired about.

Ans. Sometime about May, 1900.

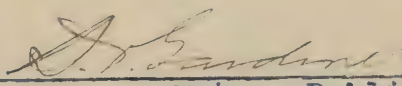
Further deponent sayeth not.

Josiah H. Mann

State of Tennessee,)
)- to-wit:-
County of Shelby.)

I, S. V. Gardiner, a Notary Public in and for the State and County aforesaid, certify that the foregoing deposition of J. H. Mann was taken, subscribed and sworn to before me at the time and place and for the purposes mentioned in the caption hereto annexed.

Given under my hand and seal office, this the 23rd, day of February, 1901.



Notary Public.

Notarial and stenographic fees, \$5.

Paid by R. T. Irvine,
as Atty. for Defts.

To Wm M Young

Take notice, That we shall, on the 23rd day of February 1890,
at the office of Jos Gardner & Sons in Anchor Mills, Memphis, Tenn.
between the hours of 8 A. M. and 6 P. M., on that day, proceed to take the
depositions of J. H. Mann and others, to be read in evidence in
our behalf, in a certain Chancery suit depending in the Circuit
court for the County of Lee, Va wherein you are Pltff
and we are depts; and if, from any cause, the taking of the said depo-
sitions be not commenced on that day, or, if commenced, be not concluded on that day, the
taking of the same will be adjourned and continued from day to day, or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully yours,

Wm McGeorge, Jr.
Percy McGeorge, Trustee
Geo. Burnham, Jr.
Sarah B French
by counsel

Wm. M. Young

vs.

NOTICE TO TAKE
DEPOSITIONS.

Wm. M. George Jr et al

R. J. Quinn p. d

Virginia, Wise County,
to-wit: J. A. C. Anderson,
a notary public in &
for the county aforesaid
in the state of Virginia
certify that W. J. Christian
this day made oath before
me in my county aforesaid
that he did in Feb.
18th 1901 at 3 o'clock P.M.
deliver a true copy of the
within notice to Wm. M.
Young in person ^{in Wise County, Va.}
under my hand this 18th
day of Feb 1901.
J. A. C. Anderson, N.P.

Wm McGeorge et als
ads } Depositions

Wm. M. Young

Received by mail in
good condition and
filed February 25th
1906.

A B Munsey Clerk

M. P. \$5.00

Deposition of J. F. Bullitt, Jr., taken before me, S. C. Berryman, a notary public in and for the County of Wise, State of Virginia, at the law office of R. T. Irvine, in the town of Big Stone Gap, Virginia, on June 3rd, 1893, between the hours of 6 A. M. and 6 P. M. of that day, to be read as evidence on behalf of the defendants in a certain cause in chancery now pending in the Circuit Court of Lee County, Virginia, wherein William M. Young is plaintiff, and Ben D. Jones et als are defendants, pursuant to the notice hereto annexed. Present the plaintiff, Wm. M. Young, and E. L. Pridemore, his attorney, and R. T. Irvine attorneys for defendants, Wm. McGeorge, Jr., Percy McGeorge, Trustee, and S. Lawrence French.

J. F. Bullitt, Jr., a witness of the latter, being first duly sworn, deposes as follows:

Q - I- Please state your name, age, occupation, place of residence, and how long you have resided there?

A - - J. F. Bullitt, Jr., age 37, occupation, attorney at law, live in Big Stone Gap, and have resided here ever since the spring of 1887.

Q - 2- Please state whether or not you are the same J. F. Bullitt, Jr. who is one of the defendants in this cause?

A- - I am.

Q - 3- State in full the circumstances connected with your signing the bond filed as an exhibit in this cause, marked X, dated October 22nd, 1889, and signed by yourself, W. D. Jones, J. B. F. Mills; W. H. Nickels, and Wm. M. Young

-2-

being the obligie on said bond?

The foregoing question objected to because W. D. Jones is now dead, and the question seeks an explanation of a paper in which he is a joint obligator, and he being dead the witness is incompetent to testify.

A. L. Pridemore.

A - - On the 22nd day of October, 1889, Wm. D. Jones came to me and said that he had made a sale of an undivided one half interest of the land refered to, to Mr. McGeorge, but that he could not get the purchase money from Mr. McGeorge thereon until he obtained a release of the lien held by William M. Young on the undivided half so sold. Mr. ^{Jones} McGeorge here said that he had seen Mr. Young, and that Mr. Young was willing to execute a release deed as to the half interest sold to Mr. McGeorge, provided, he, Jones, would give Young a bond of indemnity in case the undivided one half interest, on which he ^{was to still} retained a lien, should not bring enough to pay the balance of purchase money. He further stated that the balance of purchase money was three thousand dollars (\$3,000.00), and that he thought that the lien on one half of the land was abundantly sufficient to pay the said sum of three thousand dollars (\$3,000.00). He said, also, ~~th~~ that if I would go on the bond he would get J. B. F. Mills and W. H. Nickels to sign the same with me. I at first objected to signing the bond on the ground that I had no interest in the matter whatever, but Mr. Jones was very urgent about the matter and I told him I would talk to him further

-3-

about it. This, as I recollect, was some time in the afternoon. My recollection is that after supper on the same day Mr. Jones came back to my office in company with Mr. Mills, and Mr. Young, and we there talked the matter over again, and the question came up as to whether or not the lien held by Mr. Young, or supposed to be held by him, ^{and to be still retained by him} on the one half of the land, would satisfy the balance of the purchase money.

Lands were selling pretty high at that time, and we all agreed that the lien on the one half of the land was enough to satisfy said three thousand dollars (\$3,000.00) debt. After some little talk Mr. Mills and I agreed to sign the bond, and my recollection is that(though about this I am not quite certain) that I myself drew the bond, and Mr. Millr and I signed it, and Mr. Nickels also signed it. At the time that we signed the bond both Mr. Mills and myself thought that Mr. Young had retained a lien on the whole of the land in his original deed to Mr. Jones; in fact the whole transaction was based upon this idea, and I am satisfied that Mr. Young knew that we were signing the bond under the idea that he had retained a lien in his original deed. I do not know what Mr. Nickels knew or thought about the matter as I dont remember that he was present during the conversation above referred to, and don't know that I talked to him at all, or heard him say anything~~x~~ at the time about the matter. There was no consideration paid to either Mr. Mills or myself, whatever for signing the said bond. I should certainly not have signed the same if I had known, or thought, that there was any question whatever, concerning Mr. Young's lien. I

-4-

was very much surprised, afterward, when I learned that no lien at all had been retained in the original deed.

The foregoing answer objected to, because, it seeks to explain, alter and vary a written instrument, which cannot be done; and because it seeks to give the statement of Mr. W. D. Jones, which would tend to exonerate Jones and his co-obligors against a recovery of the bond, and that cannot be done.

A. L. Pridemore.

Cross examination by A. L. Pridemore.

Q -I- Please examine a paper filed as an exhibit in this case, dated May 1st, 1889, and see if by that paper Mr. Young had not instituted suits against W. D. Jones for the purchase money on this same land, and whether or not on the date of that paper there was a compromise entered between Jones and Young?

A - The paper will speak for itself, and shows that on the date referred to there was a compromise of the suit which had been brought by Mr. Young against Mr. Jones.

Q-2- By way of refreshing your recollection, I will ask you, on the occasion spoken of by you in your testimony in chief if you do not remember that when you prepared a bond and deed of release for Wm. Young and W. D. Jones, that Mr. Young refused to sign it because he had no counsel present, and that whether or not during that day myself, A. L. Pridemore, ~~did not~~ pass through Big Stone Gap, and was employed by Mr. Jones to prepare the bond signed by you, Mills, Jones, and Nickels, and if that bond, the or-

-5-

iginal bond, was not in my hand writing and not in yours. Mr. Mills, as we thought, signed the bond; he took the paper looked at it, took up the pen, and we believed signed it?

A- My recollection is that I wrote the bond myself, and the language in the bond sounds very much like mine.

Q- I will ask you whether or not you have ever examined the records in Lee County, Virginia, in which said land is situated, and whether or not there was not in May, 1889, and in October, 1889, and all up to the fall of 1890, a bill known as a foreign attachment in the name of Wm. M. Young, plaintiff against W. D. Jones, defendant, which sought to enforce the collection of two thousand dollars(\$2,000.00) of this same purchase money then due, and whether or not that suit was not pending at the time?

A- I knew about this suit at the time it was brought, and wrote to Mr. Jones informing him thereof, and was employed by Mr. Jones to file an answer therein in that case, and did prepare and file an answer for him in that case, but Gen. Ayers was the general counsel for Mr. Jones, and Mr. Jones took the matter up with Gen. Ayers, who at that time lived in Gate City, and he and Mr. Young made a compromise of the matter; Of the nature and terms of which we were not informed. I was told that the compromise settled the suit in which we had answered for Mr. Jones, and that the suit was to be dismissed. Gen. Ayers had taken charge of the matter for Mr. Jones, and ^J paid no further attention to the suit. At the time this bond was signed I supposed the suit, ^{had} long before that, ^{been} dismissed. As to when it was dismissed the records will show.

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Q- Then, at the time you signed this bond you did know the fact that there had been a foreign attachment suit brought to enforce a part of this purchase money. I will ask you whether or not you made any inquiry as to whether said suit had been dismissed at that time or not? Did you examine the records, or have it done?

A- No sir, I never made any inquiry, and never examined the records as to same. I had understood some time before that the suit had been compromised, and was to be dismissed. The suit referred to was a foreign attachment suit, but it also set up ~~an~~ ~~claim~~ and claimed a lien on the land here in controversy, and I remember that at the time we were employed by Mr. Jones to file his answer in the case; that Mr. McDowell and I, who were rather new in the ~~practice~~ Virginia practice, discussed the question as to why Col. Pridemore had filed an attachment in the case in which he had a vendors lien. We both regarded the attachment as unnecessary under such circumstances, but as Col. Pridemore was an old practitioner, we were interested in the subject, thinking that perhaps there was some point concerning the attachments here which we had overlooked.

Q- I wish to ask you, Mr. Bullitt, if at one time you was not counselled by Mr. Young in reference to his deed to Jones long before any of the transactions of which you speak took place, and did you not inform ~~him~~ Mr. Young, and advise him that he had not a purchase money lien upon said land by the terms of the said deed?

A- I understand that Mr. Young claims that he counselled ^{advised}

-7-

me about his deed that he had made to Jones prior to the time that he sued Jones in Lee County, for the purchase money in the suit above referred^v to, and that he paid me twenty five dollars (\$25.00) for advice with reference to that matter. I, however, have no recollection, whatever, of his ever having counselled me about the deed from him to Mr. Jones.

I remember very distinctly that he employed me to represent him in the suit which the Kanes brought against him, in which the Kanes were claiming a part of the land adversely to him, and the twenty five dollars, (\$25.00) referred to was paid, as I recollect, ~~for being~~^{as} attorney for him in that suit. I don't remember of ever having seen the deed from Young to Jones until some time after we signed the bond above referred to. In the suit which Young brought against Jones, in which I filed the answer for Jones, the whole defence was that the land did not contain the acreage which Young had represented it to contain, and I don't think that Mr. Jones made any claim in that answer that Young did not have a lien on the land, and I don't believe that I saw the deed at any time. However this may be, I can absolutely state, that whether I had seen the deed or not prior to the time that I signed the bond, that at the time I signed the bond I thought a lien had been retained by Young in the original deed, and I am equally satisfied that Mr. Young knew that I signed the bond under this impression. The bond, indeed, shows this upon its face.

Q- I will ask you to please look at a copy of the bond, and point out the line, or lines that show upon its face that a purchase money lien was retained in the deed? Quote the

-8-

lines in your answer, please?

A- The lines to which I have reference are these. (I read from a copy which does not seem to be a perfect copy, but I believe it is substantially a correct copy) namely: "The conditions of the above obligation is such that, whereas, the said Wm. M. Young heretofore conveyed to William D. Jones two certain tracts or parcels of land, situated in the Wild Cat Valley, Lee County, Virginia, by deed bearing date the 25th day of May, 1887, now in the Clerks office, Lee County, Virginia, to which reference is here made for the full description thereof, and in which the said Young retained a lien for the unpaid purchase money." There are other lines in the said bond, also, to the same effect, but the bond will speak for itself.

And further the deponent sayeth not.

J. F. Bullitt Jr.

*State of Virginia
County of Wise } To wit-*

*J. S. C. Benjamin a notary
public in and for the county &
state aforesaid do hereby certify that
the foregoing deposition of J. F. Bullitt
Jr. was taken subscribed and sworn
to before me in my county aforesaid
at the time and place and for the purpose
in the caption hereunto stated.
Given under my hand and seal this 24th day of June 1893 J. S. C. Benjamin N. P.*

Time totaling 3 hrs. for 75-

\$2.25

aid by

J. F. Aulick Jr

H. C. Barnum N. B.

And further the depositant's copy not.

for 75-

Wm. M. Jones

is } Deposition
of J. F. Bullen Jr.

B. B. Jones & Co

Received through the
mail in good con-
dition from Notary
before whom taken
and filed June 6th
1893 J. A. S. Hyatt & Co

Now a copy which does not seem to be a correct copy, for I
find the time to which I have reference was 75- (1)

NOTICE TO TAKE DEPOSITIONS.

To *Wm M. Young*

Take Notice, That we shall, on the *3rd* day of *June* 18*43*, at the office of
R. T. Irvine in the *Town of Big Stone Gap Va*

between the hours of 6, A. M. and 6, P. M. of that day, proceed to take the depositions of

J. F. Bullitt Jr and others, to be read as evidence in our behalf in a certain
cause now pending in the *circuit* Court of the *County of Lee*
va wherein you are *plaintiff*

and we are *defendants* and if from any cause the taking of the said depositions
be not commenced on that day, or, if commenced, be not concluded on that day, the taking of
the same will be adjourned and continued from day to day, or from time to time, at the same
place, and between the same hours, until the same shall be completed.

Respectfully yours,

Wm M George Jr
Rory M George Master
J. Lawrence French
by R. T. Irvine atty

Virginia - Wise County Court;

I W. K. Kilbourne a Notary Public in
& for the county aforesaid in the
state of Virginia certify that R. T.

Irving this day made oath before
me in my county aforesaid
that he delivered a copy of the
within notice to Wm. M. Young
on May 31st 1893 -

Given under my hand this the
31st day of May 1893

W. K. Kilbourne

N. P. N. C.

The Deposition of William Collins and others, taken before me
W. J. Horsley a Notary Public, for the county of Wise and state of
Va. Pursuant to agreement at the Law Office of Mathews & Maynor, in
the town of Big Stone Gap, Va., on the 22d day of September 1893,
between the hours of 9 P.M. and 6 P.M., to be read as evidence of
~~William M. Young~~, in behalf of William Young in a certain suit in Equity
pending the Circuit Court of Lee County, Va. wherein Wm. M. Young
is Plaintiff, and William McGeorge, Jr. et al. Defendants,

Present J. C. Maynor, attorney for Plaintiff, and R. T. Irvine
Attorney for Defendant.

William Collins a witness of lawful age being duly sworn
deposes and says.

Q. 1. State your name, age, occupation and place of residence?

A. 1. Name William Collins, age 24 years, occupation teamster,
place of residence Big Stone Gap, Va.

xxxxxx0xxx2xxxP1naxxexxbakexxhniixxuxaxwxkexxdaxngxixxthaxxprkingxofx18202x
xxxxxxAxxxxfxwnaxdxixingxaxhaxkxbetweexxBigxShonexGiarxxVaxxxxxxxxxxxxx

Q. 2. Please state if you are acquainted with Wm. McGeorge, defendant, in this suit, and William D. Jones, deceased?

A. 2. Yes sir, I knew them both when I saw them.

Q. 3. Please state whether or not you heard a conversation between them concerning the William Young land if so state what was said to the best of your recollection and the place where it occurred?

A. They was on my hack, and when we drive in front of Mr. Young's house Mr. Gones told me to stop the hack, and showed Mr. McGeorge the land, and was pointing out the oar and timber on the Wm. Young Land, and Mr. McGorge said Mr. Jones what have you done with the suit you and Mr. Young had? Mr. Jones said we have decided it I have give him my note binding the land for \$3,000. and Mr. McGorge said Jones you ought to settle that off, or something o that amount, that is about ~~all~~ I know,

Cross-Examination, by R. T. Irvine.

Q. 1. When was this?

A. It was in the Spring of 1880 or 1890 I do not know exactly

Q. 2. There is a difference of 10 years in the Spring of 80 and 90, can you not fix the date more definitely than that?

A. To my recollection it was in 1883, to the best of my recollection.

Q. 3. You have very little idea about time, is that true?

A. I did not keep a notice of the time, ~~I never fixed~~ I had no notice of the time I was first here and then there working, I can find out by asking Mr. Ayers, I was driving a hack for him and work for him at that time six or seven months.

Q. 4. How did you know Mr. Jones and Mr. McGorge?

A. I knew Mr. Jones before he came out here, I had seen at Bristol at Mr. James's. I knew Mr. McGeorge by hearing him called that.

Q. 5. You can not remember the time within ~~from~~ a period of from 7 to 10 years, and yet you can remember the exact conversation of these men, is not that peculiar?

A. I might recollect if I had any notice, but a person like me does not know what the day of the month is I have got no education.

Q. 6. Are you sure you give the language used by the men at that time?

A. Yes sir, Mr. Jones told me to stop, why of course I heard every thing was said, they were setting on the seat behind me.

Q. 7. What was it they said let us hear it again?

A/ When we drove up there Mr. Jones told me to stop the hack, and was showing Mr. McGeorge the timber and ore on Young's farm, and Mr. McGeorge said what have you done with the young suit, and he says that we have decided that, I give young a note of \$3,000. binding the land in the note until the money was paid, and Mr. Mc

George said he ought to settle that off, or something to that amount, I do not remember exactly.

Q. 8. What else did they say in that connection?

A. Mr. McGeorge told me to drive on, and they drove up to the Doc Gipson farm, and I brung them up a cup of water apiece . While I stoped at the Young place that was all that passed between them they had been talking before they got there, and after they left the wagon jolted so I could not understand what was said.

Q. 9. Where did he point out any ore?

A. On the mountain, I do not remember exactly some point on the mountain he was pointing to.

Q. 10. Did Mr. Jones explain to him the note was to bind the land?

A. That was just what Mr. Jones told him.

Q. 11. When did you first talk over this matter with Mr. Young?

Question objected to as wholly immetarial and irrelavent.

A. The Fall that Nickle Plate Circus was here Mr. Yound asked me if I recollect the time I drove Mr. Jones and McGeorge over here, and I told him I recollect the time I halled them over in the hack, then I had to go to my work, and he told me he would get to see me again, but I did not see him any more that day. I seen him the next time about four weeks ~~toxxxxxx~~ago and he ask me if I would be here any time some Sunday and I told him I would if I got work, when he come to me then, I think I was driving a wagon for Mr. Carter Cloud, I told him what I would testify to on Thurs-
three
day after I seen him on Sunday, this was ~~h~~ about ~~two~~ weeks ago .

Q. 12. Did you tell him then what you told here to-day?

A. Yes sir, I told ~~him~~ him what I had heard said, I meant *what*
Mr. Jones and McGeorge. *said*

Q. 13. Did Mr. Young say anything about wanting you to be sure to put in your deposition about that note binding the land?

Question objected to because irrelevant.

A. No Sir he only told me he wanted me to come over to Mr. Maynor's office he never told me what he wanted or anything.

Q. 14. When was it he told you, if at all, what it was he wanted you to testified to?

A. He did not tell me he wanted me to testify to anything at all, he told me he wanted me to come over to Mr. Maynor's office

Q. 15. Who else was with Mr. Jones and McGeorge in the hack at that time?

A. No one except Mr. Jones and McGeorge, a fellow come as far as Mr. Wisleys, name Bob Fillinger.

No further question being asked further the deponent sayeth no.

William H. Collins
mark

Met in pursuant to adjournment by agreement this 4th day of Nov. 1893, ^(present same parties as before.) No other witnesses being present the further taking of these depositions is closed.

Virginia, Wise County, to-wit:-

I, W. J. Horsley, a Notary Public, in and for the county and state aforesaid, do certify that the foregoing depositions were taken sworn to and subscribed by be, at the time and place and for the purpose mentioned in the Caption. Given under my hand and seal this 4th day of November 1893.

W. J. Horsley N. P.

Charges due W. J. Horsley N. P. 3 hrs @ 75. \$ 2 25

Received by mail in good con-
dition and filed this the 6th of
November 1893 A. B. Munsey
Clerk

Mrs. M. Young

do 3/3 Okey

Mrs. W. George Ineta

Free for dep. \$2.25-

The Deposition of W. H. Nickels taken before me, W. H. Hylton, a Notary Public in and for the County of Wise and State of Virginia, at the law office of Bullitt & Kelly, in the Town of Big Stone Gap, Virginia, on the 16th day of February, 1901, pursuant to notice hereto annexed, to be read as evidence on behalf of the said Nickels, J. F. Bullitt and the Administrator of J. B. F. Mills, in a certain suit pending in the Circuit Court of Lee County, wherein William M. Young is plaintiff, and ^{B. D. Jones} ~~William~~ ~~D. Jones~~, and others, are defendants,

PRESENT: William Young, R. A. Ayers, his Attorney, and J. F. Bullitt, Attorney for himself and as counsel for the said W. H. Nickels, and the Administrator of the Estate of J. B. F. Mills.

W. H. Nickels, a witness of lawful age, being first duly sworn, deposes as follows:

DIRECT EXAMINATION By BULLITT.

Q- Are you one of the Defendants in this suit?

A- I am.

Q- Please state your age and occupation?

A- I am 69 years old, and am a farmer by occupation.

Q- Please state how you came to sign the bond of October 22nd, 1899, given by William D. Jones as principal, and by yourself, J. F. Bullitt and J. B. F. Mills as sureties, to William Young, which is the bond sued on in this case?

A- Well- William D. Jones came to me, I think, the day before the execution of the bond, and stated to me that he had bought a tract of land of Mr. Young, and that he had sold an interest to Mr. McGeorge and his people, and that he could not collect the purchase money unless there was a release of the purchase money lien, and Mr. Young agreed to accept bond for the release from myself, yourself and Mr. Mills. I agreed to go upon the bond--- I told Mr. Jones I would go upon the bond with the understanding that there was a lien retained in the sale upon the land, I thought that the one half interest that was retained, would be sufficient to pay the balance of the purchase money.

Q- Did you agree to go upon the bond yourself, or were others to join with you?

A- You and Mr. Mills had agreed to go upon the bond in connection with myself.

Q- You did afterwards go upon the bond?

A- Yes, sir; I think the bond was prepared the next day.

I think, I was called into your office by him.

Q- At the time you executed the said bond, state whether or not you understood and believed that William Young had retained a lien upon the whole of the said land in the original deed from him to Jones?

Question objected to unless the understanding came from

William Young.

A-That was my understanding.

Q- State whether or not an undivided interest in the land was at that time worth enough to pay the ~~fixed~~ amount of purchase money which was still due to the said Young on said land?

A- I believe that it was.

Q- Did you believe that it was at the time?

A- Yes, sir; I thought so.

Q- State whether or not there was much activity at that time in that kind of property, and whether or not the same was being sold readily at good prices?

A- There was considerable activity and lands were selling at good prices.

Q- State whether or not the prices at which that kind of property was selling at that time was greater or less than they were afterwards-- say from 1893 on?

A- Property reduced in value, and sold for a great deal less after 1893. There was a shrinkage in prices.

Q- Would you have executed the said bond if you had known the said Young had not retained a lien on the said land?

A- I do not think I would.

Q- Were you paid anything whatsoever for the execution of the said bond?

A- No, sir; I was not paid anything.

CROSS EXAMINATION By AYERS.

Q- Was Jones present when you signed the bond, Mr. Nickels, or was it brought to you by some one else?

A- My recollection is that I went with Jones to Mr. Bullitt's office. I think it was the next day after they ~~made~~ first made the arrangement with me that I went to Mr. Bullitt's office.

Q- Was Mr. Young present at that time?

A- I do not remember whether he was or not.

Q- Was it not the intention of yourself and co-securities upon this bond to secure Young in the payment of certain of the purchase money notes, due him from Jones, to enable Jones to obtain from him a release of the lien he, Young, held upon the land to secure these notes?

Question objected to because the intention of a written instrument which is before the Court can not be explained by parol.

A- Well, my understanding was that it was to secure Mr. Young provided the one-half interest on which he retained a lien, did not, when sold, pay him up the money.

Q- Was this bond signed at the instance or request of Mr. Young, or did he make any representations to you to induce you to sign the bond?

A- I do not remember having any conversation with Mr. Young about the matter.

Q- The arrangement was made by Mr. Jones?

A- Yes, sir.

Q- Mr. Young did not, then, make any representations to you about the bond or lien?

A- I do not remember that he did. If I had a conversation with Mr. Young I do not remember it.

R E E X A M I N A T I O N By BULLITT.

Q- When you say that the arrangement about the execution of the bond was made by Mr. Jones, you have reference to the arrangement made with you, and not to the arrangement made with J. F. Bullitt and J. B. F. Mills, have you?

A- I suppose it was the same arrangement. We went on his bond, and I was one of the bondsmen, and on the same conditions, I being one of the bondsmen.

Q- You do not understand my question: You have stated that so far as you recollect, Mr. Young was not present when the arrangement was made with you about signing the bond--- do you know whether or not he was present when the arrangement was made ~~by Jones~~ with Bullitt and Mills?

A- I do not.

Q- You did not know what arrangement was made with J. F. Bullitt and J. B. F. Mills?

A- I did not /

And further this deponent ~~xxxxxxxxxx~~ saith not.

Signature waived.

STATE OF VIRGINIA, County of Wise:

I, W. H. Hylton, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing deposition of W. H. Nickels was taken and sworn to, before me, at the time and place, and for the purpose in the caption hereto mentioned; and I further certify that counsel for William Young waived the signature of the witness to the deposition of the said W. H. Nickels, and agreed that the same might be written out by me after the same was taken in shorthand, and returned to the Court.

Given under my hand, this 16th day of February, 1901.

W. H. Hylton,
NOTARY PUBLIC.

Costs:-

| | |
|---------------------|-------------|
| 1 hr. Note-taking | \$0.75 |
| 2 hrs. Transcribing | 1.50 |
| Total- | <u>2.25</u> |

Paid by J. E. Bullitt.

To William M. Young

Take notice, that on the 16 day of February, ¹⁹⁰¹~~189~~, at the office of Bullitt & Kelly, in the town of Big Stone Gap, Va, between the hours of 9 o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of

J. H. Nickels
to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of Alle ^{Va} County, in which you are

Plaintiff and Wm. McSeavage Jr.
J. H. Nickels & Bullitt & Kelly & others

Defendants; and if from any cause the taking of said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of said depositions will be adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Bullitt & Kelly

State of Virginia
County of [unclear]

J. W. Hylton, a notary public in and for the State and County aforesaid
do hereby certify that J. W. Hylton this day personally appeared before me
in my County aforesaid and made oath that on the 12th day of Feb. 1901, he executed
the writ in notice on William M. Young by delivering to the son Edgar Young the
son of the said Wm. Young a true copy thereof at the usual place of abode of the
said Wm. Young, and giving to him information of the purport thereof. The
said Wm. Young not being found at his usual place of abode, and the said
Edgar Young being a member of his family over the age of 16 years.

Given under my hand this 16th day of February, 1901.

J. W. Hylton, N.P.

Wm. Young, Plff..

v. Deposition of
W. H. Nichols

vs. J. Jones, et al. Dft.

Received by mail in good
Condition and filed February
19th 1901

A. B. Munsey Clerk

Virginia Lee County to wit

This day A. L. Pridemore personally
appeared before me and made
oath that he is informed and
believes that J. C. Chance executor of the
last will and testament of w^{ill}. Jones
deceased Catharine B. Jones, Benj. D. Jones
J. M. Jones Elizabeth Allen, W. J. Carraway
The unknown infant heirs of of Samuel
C. Jones deceased Wm McGeorge & Mary
McGeorge and J. M. Bailey defendants
in an amended bill filed in the Circuit
Court of Lee County in which Wm
M. Jones is plaintiff and Benj. D. Jones et al
are defendants are now residents
of the State of Virginia as affiant
informed and believes. Given as
my hand this 26th Jan 1892

J. C. L. Smyth Clerk.

The object of the amended Bill is to
enforce a written bond of \$3000.⁰⁰
against ~~the~~ trusts of land in the well
known valley sold by the plaintiff to W. D.
Jones in his lifetime of said Jones & to
compel payment thereof by the exec-
utor of said estate or by a sale of
said land.

Hms. M. Young
vs ^{affidavit}
Ben Jones et al

Filed Jan. 26/87.

J. H. Hyatt

\$3,000.⁰⁰

Two years after date I promise to
pay to William Young Three thousand
dollars for value received of him. This
note is given for the last payment for
the Young tract of land situated in
Wild Cat Valley, Lee County Virginia
and is a lien on said tract of land for
said sum of money. I hereby waive
my protest as to this debt. Witness
my hand and seal this 1st day of May 1889

Wm. D. Jones

(Seal)

Wm. Young
"B"

Virginia Lee County Court Clerk's office Aug. 7 1889

The signature of Wm. D. Jones to the within
note bearing date Mar. 1st 1889. was this day
produced before me the undersigned Clerk
of Lee County Court, by the oath of A. L. Wade
now to A. L. Duncan and questioned by

9th day of August 1889.

John R. Gibson Clerk

Wm. D. Jones

Wm. D. Jones

Wm. D. Jones

This Deed, made this 25th day of May
in the year one thousand eight hundred
and eighty seven between William M.
Young and Fannie R. Young his wife of
the County of Lee in the State of Virginia
of the first part and William D. Jones of the
City of Philadelphia of the second part
Witnesseth that for and in consideration
of the sum of Ten Thousand dollars
paid and to be paid as follows to wit:
one thousand dollars part of the said
sum of \$10000⁰⁰ is to be paid three
months from this date with interest
from this date, Three thousand dollars
other part of the said sum of \$10000⁰⁰ is
to be paid twelve months from this
date with interest thereon from this
date, Three thousand dollars other part
of the said sum of \$10000⁰⁰ is to be
paid two years from this date
with interest thereon from this
date and three thousand dollars
the residue of the said sum of \$10000⁰⁰
is to be paid three years from this
date with interest thereon from this
date, the said parties of the first
part have granted bargained
sold released and conveyed and

by these presents do grant bargain sell
release and convey unto the said William
D. Jones a certain tract or parcel of
land situated in the said county
of Lee in the wild Cat Valley
and on the head waters of the
North Fork of Clinch river and
bounded as follows to wit: Begin-
ning at the lower corner of Landers.
tract of land on the McBrady line
thence running with said McBrady's line
to a white walnut ash and Elm at
the lower side of the road thence with
the McBrady line to a point on a ridge
opposite to Monroe Legs dwelling house
thence running from the McBrady line
up the said ridge to a peak of the moun-
tain to the lower cliff of said mountain
and thence running around with the said
lower cliff up the valley a North Easterly di-
rection to a point at said lower cliff opposite
the said starting point at Landers corner
and thence running down the moun-
tain to Landers said lower corner on
the McBrady line. Also one other tract
of land situated in said county of
Lee in the wild Cat Valley adjoining
the above mentioned tract and

bounded as follows. to wit Beginning on
a sugar tree bush and dogwood and
double birch at the foot of a spur of
Powells mountain and running N 54 W.
45 poles crossing a branch to a locust
stump and maple near a strong branch
S 66 W 2 1/4 poles along the foot of Wallens
ridge to three white oaks S 27 W. 196 poles
to a birch and frontiers in a deep
hollow among laurels S 32 E 150 poles
crossing the branch to 3 white oaks on
a ridge near the foot of Powells moun-
tain thence along the breaks of the
mountain N 34 E 434 poles to the begin-
ning. containing in both tracts. One
thousand acres be the same more
or less. To have and to hold the said
tracts of land unto the said William
D. Jones and his heirs forever, and
the said parties of the first part
hereby warrant specially only the
first tract of land above de-
scribed. and warrant generally the
last described tract of land.
Witness the following signatures
and the day and date first above
written.

W. M. Young
James R. Young

Virginia } ss.
Lee County }

I, Barr Bailey a Commissioner
in chancery for the circuit court
in and for the county of Lee and
State of Virginia do certify that
William M. Young whose name is
signed to the writing above bearing
date the 25th day of May 1887 has
acknowledged the same before
me in my county aforesaid.
Given under my hand this the
25th day of May 1887

Barr Bailey Commissioner
in chancery for the circuit court
of Lee County.

State of Virginia }
County of Lee } ss.

I, Barr Bailey a Commissioner in
chancery for the circuit court in and for
the county of Lee and State of Virginia
do certify that William M. Young and
Fannie R. Young his wife whose names
are signed to the writing above bearing
date on the 25th day of May 1887 ack-
nowledged the same before me
in my county aforesaid.

The said Fannie R. Young wife of
the said William M. Young personally
appeared before us in our county and
State aforesaid and being by us
examined privily and apart from
her husband and having the
writing aforesaid fully explained
to her, she the said Fannie R. Young
acknowledged the said writing to
be her act, and declared that she
had willingly executed the same
and does not wish to retract it.
Given under our hands this the 26th
day of May 1887.

Carroll Bailey Commissioner
Chancery for the Circuit Court
of Lee County.

Virginia Lee County Court Clerk's office
the 26th day of May 1887.

The foregoing deed bearing date
May the 25th 1887 between William
M. Young and Fannie his wife
of Lee County Virginia of the first
part and William D. Jones of the County
of Philadelphia of the second
part was this day filed in this
office and admitted to record upon
the certificate of Carroll Bailey
a Commissioner in Chancery.

W. D. Jones
From Copy of Deed
W. M. Youngblood
Recorded Deed
Book 22 P. 287 &
J. R. Gibson att

"D"

Dec 1. 25

for the circuit court of the county
Tennessee
Chief of the Record
State John R. Gibson clerk
State John R. Gibson clerk

Know all men by these presents
that we Wm D. Jones, William H
Nichols, B. B. F. Mills, G. F. Bullitt Jr
are held and firmly bound
unto Wm M. Young in the sum
of six thousand dollars, to
the payment whereof well and truly
to be made we bind ourselves joint
ly and firmly by these presents
And as to the payment of this debt
we each waive the benefit of our
Homestead Exemptions.

Witness our hands and seals this
Dec. 22nd 1889.

The condition of the above obli-
gation are such that whereas the
said Wm M. Young heretofore conveyed
to William D. Jones two certain tracts
or parcels of land situated in Wild
Cat Valley Lee County Virginia by
and bearing date 25th day of May
1887 now in the Clerk's office of Lee
County Virginia to which reference
is here made for a more particu-
lar description thereof. And on
which the said Young retained
a lien for the unpaid purchase
money. And whereas one half

of said purchase money has been
by the said Wm D. Jones fully paid
to the said Young. and whereas
the said Jones is desirous to have
said lien released on half said
land, so paid for as aforesaid. and
the said young wife having this day
executed a deed of release for one
half of said land from the lien
aforesaid and whereas the lien
aforesaid would by operation of law
now upon and affect the whole of
said land now if the moiety of
said land so released by said
Youngs deed of this date shall
fully secure and in the event
of sale, fully pay the residue of
purchase money now unpaid or
should said purchase money be
paid without subjecting said land
to sale and the said Young be paid
his said purchase money by a sale
of said remaining half of said land
or otherwise, This obligation to be paid
otherwise to remain in full force and
virtue.

Wm D Jones *read*

Wm H. Nichols *read*

J. F. Bullitt Jr *read*

J. B. F. Miller *read*

Virginia Lee County, to wit:

I, John R. Gibson clerk of Lee County court in the State aforesaid do certify That John M. Tate William Young and C. E. Wildason and A. R. Hyatt this day personally appeared before me in my County aforesaid and the said John M. Tate affirmed that he was acquainted with the handwriting of W. H. Nichols and that he believed his signature to the foregoing writing bearing date Oct. 22nd 1889. was genuine and that said Mr. Young made oath that Mr. D. Jones, Mr. H. Nichols, J. F. Bullitt signed said writing in his presence and that he was acquainted with the handwriting of J. B. F. Mills and believed his signature to the foregoing writing to be genuine and the said C. E. Wildason made oath that he was acquainted with the handwriting of J. F. Bullitt Jr. and that he believed his signature to the foregoing to be genuine and that the said A. R. Hyatt made oath that he was acquainted with the handwriting of W. Jones, J. F. Bullitt Jr. and J. B. F. Mills and

believed their signatures to the foregoing writing were genuine. And thereupon said writing is admitted to record. Given under my hand this the 6th day of July 1871.

J. R. Gibson Clerk.

Copy of the Record.

Test John R. Gibson Clerk.

Wm Young
J. R. Gibson

W. D. Jones

D. J. Jones
C. J. Jones

"Bancroft"

"X"

John R. Gibson

State of Virginia
County of Lee } ss.

I, Carr Bailey a Commissioner
in chancery for the Circuit Court
in and for the County of Lee and
State of Virginia do certify that
William M. Young and Fannie R.
Young his wife when names and
signed to the writing above bearing
date on the 20th day of May 1897.
acknowledged the same before us in
our county aforesaid and the said Fannie
R. Young, Young, wife of the said
William M. Young personally ap-
peared before us in our county and
State aforesaid and being by us
examined privately and apart from
her husband and having the writing
aforesaid fully explained to her
she the said Fannie R. Young ack-
nowledged the said writing to be
her act and declared that she had
willingly executed the same and
does not wish to retract it.

Given under our hands this the
26 day of May 1897

Carr Bailey Commissioner
in chancery for the Circuit Court of
Lee County

Virginia Lee County Court Clerk's Office
the 26th day of May 1887.

The foregoing deed bearing date
May the 20th 1887 between William M
Tandy and Lewis his wife of Lee
County Virginia as the first part
and William Jones of the City of
Philadelphia as the second part
was this day filed in this office
and approved to record upon the
Certificate of John Bailey Esquire
in charge of the Circuit Court of Lee
County Virginia.

Witness my hand and the Seal of the
Court of this County

Teste John L. Tandy Clerk

W. D. Jones
Fooly Deer

Wm M. Younger
Deer Book 22. 1887.

(Exhibit 401.)

This Deed, made the twentieth day of
November in the year of our Lord
one thousand eight hundred and
eighty seven (1887) between Wm D.
Jones of the City of Philadelphia
and State of Pennsylvania, Gen
Hamon, and Catherine B. his wife
of the one part, and John M. Bailey
of the City of Bristol State of Vir-
ginia of the other part, Witness
eth that the said Wm D. Jones
and Catherine B. his wife for and
in consideration of the sum of three
thousand dollars, lawful money of the
United States of America unto them
well and truly paid by the said John
M. Bailey at or before the sealing
and delivery thereof the receipt
whereof is hereby acknowledged, do
grant unto the said John M. Bailey
his heirs and assigns all the one
equal undivided moiety or half part
of their the said Wm D. Jones and Catherine
B. his wife of and to all those
two certain Tracts of certain parcels
of land situate in the County of Giles
in the State of Virginia and on the
headwaters of the North Fork of Clinch
River and bounded as follows to wit

Beginning in the lower corner of Lander's
tract of land on the McBrady line
Thence running north said McBrady's to
a white oak T ash and then on
the lower side of the road thence
with the McBrady line to a point on
a ridge opposite to Thomas Luggs
Lugger's house. Thence running from
the McBrady line up the said ridge,
a spur of the Mountain to the lower
cliff of said Mountain and thence
running around with the said lower
cliff up the valley a northeasterly
direction to a point at said lower
cliff opposite the said starting
point at Lander's corner and thence
running down the mountain to
Lander's and lower corner on the
McBrady line. And the other thereof
also in said Wild Cat valley ad-
joining the before mentioned
tract and bounded as follows
to wit: Beginning on a sugar tree
beech and dogwood and double
birch at the foot of a spur of
Powell's Mountain and running
North fifty four degrees west forty
five poles crossing a branch

to a locust stump and maple near
a strong branch south sixty six
degrees west two hundred and forty
feet along the foot of Wallens ridge
to three white oaks south twenty seven
degrees west one hundred and sixty
six feet to a birch and pointers on a deep
hollow among Laurels. South thirty
two degrees east one hundred and
feet crossing the branch to three
white oaks on a ridge near the
foot of Purnells Mountain. Thence
along the break of the Mountain
North thirty four degrees east
four hundred and thirty four
feet to the Beginning containing
in both tracts one thousand acres
be the same more or less. Being
the same tracts pieces or parcels
of land which William H. Young
and Lennie R. his wife by deed
bearing date the twenty fifth day
of May A.D. 1877 and recorded in
the clerks office in and for the
said county of Lee in Deed Book
422 Page 287 granted and conveyed
unto the said Wm. D. Jones in fee
simple and subject to the
payment of an annual sum of

of the balance of purchase money
still due and unpaid in accordance
with the terms of the above recited
deed of the twenty fifth day of May
of D. 1887. And the said Mr. D. Jones
covenants that he will warrant
especially the land hereby conveyed;
that he will execute such further
assurances of said lands, and that
he has done no act to encumber
the same. Witness the following
signatures and seals.

Mr. D. Jones seal

Katherine B. Jones seal

Sealed and delivered
in presence
of
Somers S. Pearson. 1.

State of Pennsylvania }
County of Philadelphia } s/s.

I Somers S. Pearson a Notary
Public for the Commonwealth of Pennsylv-
ania, residing in the City of Phil-
adelphia do certify that Mr. D. Jones
whose name is signed to the writing
above bearing date the twelfth day
of November A.D. 1887, has acknowl-
edged the same before me on the

county aforesaid, And I do further
certify That Catharine B. Jones wife of
Mr D. Jones whose name is also sign-
ed to the within writing bearing
date the 12th day of November A.D.
1887. personally appeared before me
privily and apart from her husband
and having the writing aforesaid
fully explained to her she the said
Catharine B. Jones acknowledged
the said writing to be her act and
declared that she willingly executed
the same and does not wish to
retract it. Given under my
hand and Notarial seal this the
14th day of November A.D. 1887.

Somers S. Pearson

Notary Public



State of Pennsylvania.

County of Philadelphia.

I William B. Mann, Prothon-
otary of the courts of common pleas
of said county, which are courts
of record having a common seal,
being the officer authorized by the

laws of the State of Pennsylvania
to make the following certificate do
certify that Samuel Leonard Esquire
whose name is subscribed to the
certificate of the acknowledgment of
the annexed instrument and thereon
written was at the time of such
acknowledgment a Notary Public
for the Commonwealth of Pennsylv-
vania, residing in the County of
said duly commissioned and qualified
to administer oaths and affirmations
and to take acknowledgments and proofs
of deeds or conveyances for lands ten-
ements in said State of Pennsylvania,
and to all whose oaths, as such, full
faith and credit are and ought to be
given, as well in courts of Judicature
as elsewhere, and that I am well
acquainted with the handwriting of the said
Notary Public and verily believe his
signature thereto is genuine and I
further certify that the said instrument
is executed and acknowledged in con-
formity with the laws of the State
of Pennsylvania.

In testimony whereof I have here-
unto set my hand and affixed

The seal of said Court This 14th the
day of November in the year of
Our Lord One Thousand eight
hundred and eighty seven.

M. B. Mann Prothonotary.



Virginia Lee County Court Clerk's office
April 25th 1887. The foregoing deed
bearing date Nov. 12th 1887. between
Wm. Jones and wife of Philadelphia
Pa. of the one part and John M.
Bailey of Bristol Tennessee of
the other part was this day filed
in this office and assumed to
record.

Test

John R. Gibson Clerk

A copy of the record

John R. Gibson Clerk

To Mr. Bailey
From Copy of Dec.

Mr. L. J. Bailey
Dec. 2nd 2d
1860

(Encl. 1st 2)

This Deed, made this Eighteenth day of February in the year of Our Lord One thousand eight hundred and eighty eight (1888) between William D. Jones, of the City of Philadelphia State of Pennsylvania, Gentleman, and Catherine D. his wife, of the one part, and S. Lawrence French of the City of Boston, State of Massachusetts of the other part,

Witnesseth that the said William D. Jones and Catherine D. his wife for and in consideration of the sum of Twenty thousand dollars (\$20,000.00) lawful money of the United States of America to them in hand well and truly paid by the said S. Lawrence French the receipt whereof is hereby acknowledged, do grant unto the said S. Lawrence French his heirs and assigns one full equal undivided eighth part of in and to all those certain tracts or parcels of land in the said County of Lee in the West Wat Valley, One thereof on the head waters of the North Fork of Clinch River Beginning at the lower corner of Land

of land on the McBready line, thence
running with said McBready line
to a white walnut, ash and elm
at the lower side of the road;
Thence with the McBready line to
a point on a ridge opposite to
Mounce Legs dwelling house; thence
running from the McBready line
up the said ridge or spur of the
Mountain to the lower cliff of
said Mountain and thence running
around with the said lower cliff
up the valley in a northeasterly direc-
tion to a point at said lower cliff op-
posite the said starting point at
Sanders corner, and thence running
down the mountain to Sanders
lower corner on the McBready line.

The Other Thereof Beginning on a
sugar tree, beech and dogwoods and
double birch at the foot of a spur
of Puncells Mountain and running
north fifty four degrees west forty
five poles, crossing a branch to a locust
stump and maple near a stone branch, north
sixty six degrees west two hundred and
fourteen poles along the foot of Wal-
len's Ridge to three white oaks.

South Twenty seven degrees west one
hundred and ninety six fols to a birch
and four to in a deep hollow among
laurels; South Thirty two degrees east
one hundred and fifty fols crossing
the branch to three white oaks on a
ridge near the foot of Powell's Moun-
tain thence along the break of the
mountain north thirty four, hundred
and thirty four fols to the beginning
containing in both tracts one thou-
sand acres be the same more or less.

And the said William D. Jones covenants that
he will warrant specially the premises hereby
conveyed, that he will execute such further
assurances of the same as may be nec-
essary, and that he will at all times
save, defend, keep harmless and indemn-
ify the said S. Lawrence French and
the premises hereby conveyed of and from
all claims or demands for or by reason
of any vendors liens reserved
in or by any of the above recited
Deeds, for unpaid portions of
the purchase money therein
recited. Witness the following
signatures and seals.

GIVEN and delivered

} Wm D. Jones SELLER
} Catharine Jones SELLER

State of Pennsylvania
County of Philadelphia } ss.

I the Subscriber a Notary Public for the Commonwealth of Pennsylvania residing in the City of Philadelphia do certify that William D. Jones, whose name is signed to the writing above bearing date on the Eighteenth day of February A.D. 1888 has acknowledged the same before me in my County aforesaid and I do further certify that Catherine B. Jones the wife said William D. Jones whose name is also signed to said writing personally appeared before me in the County aforesaid and being examined by me privately and apart from her husband and having the writing aforesaid fully explained to her she the said Catherine B. Jones acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and Notarial seal this Eighteenth day of February A.D. 1888

Samuel S. Pearson

Notary Public



Virginia Lee County Court Clerk's
Office Oct. 5th 1888. The foregoing
deed bearing date February 18th 1888,
between William D. Jones of the
City of Philadelphia State of
Pennsylvania and Catharine B.
Jones his wife of the City and State
of the one part, and S. Lawrence
French of the City of Boston, State
of Massachusetts, of the other part
was to day filed in this office
and submitted to record upon the
Certificates thereon.

Teste John R. Gibson Clerk
An abstract copy

Teste John R. Gibson Clerk

J. Lawrence French
Simpson to a. v. 3. f.
Dec
W. D. Jones & Co.
Dec Book 23
Page 175

(Exhibit to 3).

This Deed made the 18th day of July in
the year of our Lord one thousand
eight hundred eight hundred and
eighty nine (1889) Between William D.
Jones of the city of Philadelphia
State of Pennsylvania gentleman and
Catharine D. his wife of the one part
and William McGeorge Junior of the
said City attorney at Law, of the
other part, Witnesseth that the
said William D. Jones and Catharine
D. his wife for and in considera-
tion of the sum of Three thousand
two hundred and eighty six dollars
lawful money of the United States of
America unto them paid at or before
the sealing and delivery thereof, by
the said William McGeorge Junior
the receipt whereof as being acknowl-
edged and grant unto the said William
McGeorge Junior his heirs and assigns
all the three full equal undivided
full sixteenths parts of an and to a
certain tract or parcel of land situated
in the county of Lee State of Virginia.
in the Wild Cat Valley and in the
head-waters of the North Fork of Clinch
River and bounded as follows to wit:
Beginning at the lower corner

of Lamberts tract of Land on the Mcbrady
line, Thence running with said Mcbrady
dy line to a white oak walnut ash
and Elm. at the lower side of the
road Thence with the Mcbrady line
to a point on a ridge opposite to
Mouras Lops dwelling house. Thence
running from the Mcbrady line up
the said ridge or spur of the Moun-
tain to the lower cliff of said Moun-
tain and Thence running around
around with the said lower cliff up
the valley in North easterly direc-
tion to a point at said lower cliff
opposite the said starting point
of Landers corner and Thence run-
ning down the Mountain to said
Landers said lower corner on the
Mcbrady line also on other tract
of land situated in said county
of land in the wild Cat Valley
adjoining the before mentioned tract
and bounded as follows to wit:
Beginning on a sugar tree beech
and dog wood and double live
at the foot of spur of Cornells Moun-
tain and running North fifty four
degrees west forty four poles crossing

a branch to a locust stump and
maple near a strong branch South
Sixty six degrees west two hun-
dred and fourteen poles along the
foot of Wallers ridge to three white
oaks South twenty seven degrees
west one hundred and six poles
to a birch and v. pointers in
a deep hollow among laurels South
Thirty two degrees East one hundred
and fifty poles crossing the branch
to three white oaks on a ridge near
the foot of Ponnells Mountain
thence along the break of the
Mountain thence along the break
of the Mountain with thirty four
degrees east four hundred and
thirty four poles to the Beginning
Containing in both tracts one thousand
and acres be the same more or
less being the same tract or parcel
of land which William M. Young
and Fannie R. his wife by deed
bearing date the twenty fourth day
of May A.D. 1887. and recorded in the
clerk's office in and for said county
of Lee in Deed Book 1022 Page 257 &c
granted and conveyed unto the said
Wm. D. Jones in fee together with the

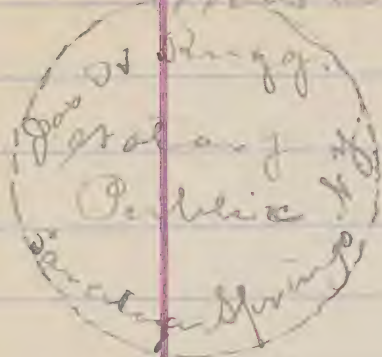
affirmances, To have and to hold
the said hereditaments and premises
herely granted or mentioned and
intended to be, with the affir-
mances unto the said Wm McGeorge
Junior his heirs and assigns to
and for his and their only proper
use and behoof forever with
the express agreement on the
part of the said William D. Jones
that all deferred payments of pur-
chase money owing by him
upon either of said tracts of land
shall be made by the said Wm D.
Jones and that the said William
McGeorge Junior shall be indemnified
from any suits reckonings attorney
fees &c for or by reason thereof.
And the said Wm D. Jones covenants
that he will warrant specially
the premises herely conveyed that
he has the right to convey the
same and that he will execute
such further assurances of the
same as may be requisite. Witness
the following signatures and seals.

and Delivered in the presence of J. H. Rezz
of Wm D. Jones
Catharine B. Jones

State of New York
County of Saratoga Joo.

I, James H. Rugg a Notary
Public for the State of New York
residing in the City of Saratoga
do certify that William D. Jones
and Catharine B. his wife whose
names are signed to the foregoing
bearing date the 18th day of July
A.D. 1889, have acknowledged
the same before me in my
County aforesaid. Given under
my hand and official seal
this 30th day of July A.D. 1889.

James H. Rugg
Notary Public



Virginia Lee County Court Clerk's Office
Aug 5th 1889. The foregoing deed bearing
date July 18th 1889, between W.D. Jones
and wife of the one part and Wm. M. George
Jr. of the other part, all of Philadel-
phia Pa., was this day filed in this
office and admitted to record upon
the foregoing certificate

Teste John H. Wilson Clerk
County of the record, Teste John H. Wilson Clerk

Wm McIsaac Jr
Lump Copy Deer

Wm D. Jones copy
Deer Book 24
P. 186.

Exhibited at 5.

This Deed, made the 22nd day of June in the
year of our Lord one thousand eight hun-
dred and eighty nine (1889) between John
M. Bailey, of Gordon, County of Washington
State of Virginia Gentleman and Phoebe
J. Bailey his wife, of the one part, and
Josiah H. Mann, of the city of Manchester
State of New Hampshire of the other part
Witnesseth: That the said John M. Bailey
and Phoebe J. his wife, for and in consid-
eration of the sum of, Two Thousand Dol-
lars lawful money of the United States
of America unto them well and truly
paid by the said Josiah H. Mann, at or
before the making and delivery thereof
of the receipt whereof is hereby acknowl-
edged do grant to the said Josiah
H. Mann, his heirs and assigns, all the
one full, equal undivided moiety or half
part of, in and to all that certain tract
or boundary of land situated in Lee
County in the State of Virginia, in the
Wild Cat Valley, on the North side of Crab-
les Mountain, on the head waters of the
North Fork of Clinch River, the same
being a part of the John Johnson sixteen
thousand one hundred and seventy and
bounded as follows to wit:
Beginning on a chestnut, black oak and

and poplar stump near sheep shank
branch, thence S $87^{\circ} 45'$ E 42.90 feet
to a double poplar (corner gone) thence with
fifty seven degrees thirty five minutes,
East three thousand nine hundred and
twenty feet to a poplar and maple, thence
south eighty degrees eighty thirty min-
utes east one thousand and ninety feet,
South seventy nine degrees East five hun-
dred and forty seven feet North fifty
nine degrees east one hundred and sixty
seven feet, North eighty degrees east one
thousand three hundred and twenty
four feet, South eighty one degrees thirty
minutes East two hundred and seventy
one feet, South seventy eight degrees
East one hundred and five feet,
North forty three degrees east six hun-
dred and twenty six feet, South eighty
three degrees east one thousand five
hundred and sixteen feet, North twenty
three degrees East two hundred and
fifty feet, South sixty nine degrees thirty
minutes East, two thousand and ninety
three feet to two chestnuts and hickory
David's Mercantile corner, thence North
thirty six degrees East four thousand
six hundred and twenty feet to

white oak near a brook there North
seventy degrees East seventeen thousand
two hundred and thirty feet to the
Beginning containing five hundred
and five acres be the same more
or less being the same tract or parcel
of land which Henry S. Lane et al
et al by deed bearing date the thirtieth
day of March A.D. 1887 and recorded
in the office for recording deeds
in and for the county of Scott in Deed
Book No. 24 Page 195 granted and con-
veyed unto the said Wm. D. Jones in fee
Together with all appurtenances, to have
and to hold, the said tract or parcel
of land, hereditaments and premises
hereby granted mentioned and intenc-
ded so to be with the appurtenances
unto the said Josiah H. Mason, his
heirs and assigns and to and for
the only proper use and behoof
of the said Josiah H. Mason his heirs
and assigns forever Being the same
tracts or parcels of land which William
D. Jones and Catharine B. his wife
by deed bearing date the twenty
second day of January in the year
of our Lord one thousand eight
hundred and eighty nine 1889.

and records in deed Book 24 Pages 38
and 39 Lee County Virginia, granted
and conveyed unto the said John M.
Bailey, And the said John M. Bailey
hereby covenants that he will warrant
specially the premises hereby convey-
ed, and that he will execute such
further assurances as may be
required. Witness the following
signatures and seals

Sealed and delivered } John M. Bailey
in presence of } Thelie J. Bailey
S. W. Townbridge }

State of Massachusetts
County of Suffolk

I, Charles Hall Adams a Notary
Public for the County of Suffolk
residing in the City of Boston do
certify that John M. Bailey whose
name is signed to the foregoing
deed, bearing date on the twenty
day of June A.D. 1889, has acknowl-
edged the same before me in
my County aforesaid, given under
my hand and Notarial seal the 22nd
day of June A.D. 1889.

Charles Hall Adams
Notary Public



State of Massachusetts,
County of Suffolk. } ss.

I, Charles Hall Adams a commissioner appointed by the Governor of the State of Virginia for the said State of Mass. certify that Phoebe J. Bailey the wife of John M. Bailey whose names are signed to the within writing bearing date on the twenty second day of June A.D. 1889 personally appeared before me in my station as said and being examined by me privately and apart from her husband and having the contents of said writing fully explained to her she the said Phoebe J. Bailey acknowledged the said writing to be her act and declares that she had willingly executed the same, and does not wish to retract it. Given under my hand and seal official this the twenty second day of June A.D. 1889.

Charles Hall Adams
Commissioner for the State of
Virginia



Virginia Lee County court clerk's office June 25 1897

The foregoing decree bearing date June 22
1889 between John M. Bailey and wife of
Washington County Va of the one part and
Josiah S. Brown of Hancock New Hamp-
shire of the other part was this day
filed in this office and admitted to
record upon the certificate of Wm. S.
Hall Justice of the Peace for the
State of Va.

Tested John R. L. L. L. L.

Copy of the record

Test John R. L. L. L.

Joseph H. Hannon.
Family Copy of Seal

for M. B. Hannon
Acad. Book 2d P. 145

Specimen 145

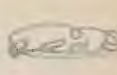
no. 1

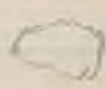
Know all men by these presents, that
this deed made this nineteenth day
of December A.D. 1887 between Josiah
H. Mann of Manchester County of
Virginia and State of Newham
Shrine and Emily A. Mann his wife
parties of the first part and William
McGeorge Jr. of the City of Philadelphia
party of the second part. Witnesseth
that the said parties of the first
part, for and in consideration of
the sum of Ten thousand dollars
lawful money of the United States
of America unto them well and truly
paid by the said McGeorge Jr. at &
before the sealing and delivery
hereof, the receipt of which is here-
by acknowledged do grant unto
the said McGeorge Jr. his heirs and
assigns, all the one equal undivided
and wholly or half part of them the said
parties of the first part, of and unto
the following real estate to wit; Three
hundred thirty acres of land, be-
the same more or less, lying in
the New Cat Valley on the waters
of the North fork of Clinch
River, in Scott and Lee Counties
Virginia, adjoining the lands

of J. L. Collier Samuel Ward's
heirs and others, being the land
on which Dale Legg and Jasper
Cedeno now or formerly lived
and occupied as the tenants of
J. P. Kane, Also a certain other
tract of land adjoining the above
described tract containing ninety
acres be the same more or
less, lying in Lee county Virginia
is both of which tracts of land
were allotted to the said Kane
in the partition of the real es-
tate of the late Henry S. Kane
amongst his several children
and heirs at law for a more
particular description of which
lands reference is hereby made
to the report of the Commissioners
making the partition and the
decree entered in the chancery
cause confirming said report.
Being the same tracts or parcels
of lands which John M. Bailey
by deed bearing date the twenty
second day of June AD 1887.
Records in the office for re-
cording deeds &c. and for

County of Scott. in deed book
No 27 page 101 granted and conveyed
unto the said Josiah H. Mann
in fee to have and to hold all
the premises aforesaid. and the
appurtenances thereto belonging
to the said McGeorge Jr. his heirs
and assigns to their own use
and behoof forever.

In witness whereof The said
Josiah H. Mann and Emily A.
Mann his wife have hereunto
set their hands and seals. This
the day and year first above
written.

Josiah H. Mann 

Emily A. Mann 

Sealed and delivered
in the presence of.
F. A. Burke.

State of New Hampshire,
County of Hillsborough }

I, Frederick Burke a Notary
Public for the County of Hillsbor-
ough residing in the City of
Manchester do certify that Josiah
H. Mann and Emily A. Mann
his wife whose names are signed
to the foregoing deed

bearing date of the nineteenth
day of December A.D. 1889 have
acknowledged the same before
me in my county aforesaid
Given under my hand and
notarial seal This 21st day
of December ^{A.D.} 1889.

Fred A. Burke Notary Public

State of New Hampshire
County of Hillsborough

I, Fred A. Burke a Notary
Public in and for said county of
Hillsborough, hereby certify that
Emily A. Mann the wife of Josiah H.
Mann whose names are signed to the
within writing, bearing date
December the 19th 1889, personally
appeared before me in said county
and state, and being examined by
me privily and apart from her
husband and having ~~the~~ writing
aforesaid fully explained to her,
she the said Emily A. Mann
acknowledged the said writing to
be her act, and declared that she
had willingly assented the same
and was not wish to retract the



Given under my hand and
official seal this 21st day of
December 1889.

Fred A. Burke Notary Public

State of Virginia County of Lee to wit:

In the office of the Clerk for the
said County the 27th day of December
1889 this deed was presented and
with the certificate annexed
admitted to record 7 O'clock P.M.

Teste John R. Gibson Clerk.
Attest John R. Gibson Clerk.

Wm McGeorge Jr
Handy Copy of deed

J. H. Mason. 1874

Deed Book

24 15. 1874

Exhibit 10

N. 9

100

to all to whom these presents may
come. William M. Young and Greeting:
Whereas the said William M. Young
with Francis R. his wife by deed
bearing date the twenty fifth day
of May A.D. 1887 and recorded in the
proper office for recording deeds
in and for Lee County in Deed
Book No. 22 Page 277th granted and
conveyed unto William D. Jones in
fee, all those two certain tracts
or parcels of land situate in the
said county of Lee in the Wild
Cat Valley as are set out and par-
ticularly described containing
together one thousand acres more
or less reserving thereout a cer-
tain lien for the balance of
the unpaid purchase money.
And whereas the said William
D. Jones with Belinda B. his
wife by deed bearing date the
twenty second day of January
A.D. 1889 and recorded as afore-
said in Deed Book No. 22 Page
307th granted and conveyed unto
said Belinda B. equal undivided moiety or
half part of and in said two
tracts unto John M. Barclay in fee

Under and subject to the payment
of a proportionate part of said deferred
payments, and whereas The said
William D. Jones heretofore paid
the one full equal half part
of the balance of The purchase
money for which a vendors lien
as aforesaid on the remaining
moiety or half part of said two
tracts of lands.

Now this Deed Witnesseth that the
said William M. Young for and
in consideration of the promises
and of the sum of one dollar
doth hereby ~~release~~ unto the said
William D. Jones his heirs and assigns
the vendors lien reserved in and
by the above recited deed of the
Twenty fifth day of May A.D. 1887.
on all this undivided moiety or half part
of said two tracts of land formerly of
him the said William D. Jones
this release to inure to the benefit
of William McGeorge Junior,
Reuben McGeorge and S. Lawrence
French to whom the said William
D. Jones has heretofore conveyed
their respective heirs and assigns.

Provided however that nothing
herein contained shall be construed
as assigning or in any way releasing
the said vendors lies or the other
property or half part of said
two tracts of land as aforesaid
conveyed to John M. Bailey.

Witness the following signatures
and seal this Oct 31st 1889.

W. M. Young
Sealed and delivered
in the presence of
C. F. Tidmore

State of Virginia.
County of Wise Yes.

I J. F. Bullitt Jr. a Notary Public
in and for the county & state aforesaid
do certify that William M. Young whose
name is signed to the writing above
bearing date the 22nd day of October A.
D. 1889. has acknowledged the same
before me in my county aforesaid
given under my hand this 22nd
day of October A. D. 1889.

J. F. Bullitt Jr. N. P.
Virginia Lee County Court Clerk official seal 11/1889
The foregoing release and bearing
date Oct 22nd 1889 for W. M. Young

of Lee County Virginia, of the first part,
to W. D. Jones of the City of Philadelphia
Pa. of the second part, was this day
filed in this office and admitted
to record upon the certificate of J. F.
Bullitt Jr. a Notary Public for
this county Va.

Teste John R. Gibson Clerk

W. D. Jones

City of Phila

W. D. Jones

Dec 24 P. 317.

Exhibit 129.

Lee County

City of Phila

W. D. Jones

W. D. Jones

100

This deed made this 18th day of July
in the year of our Lord 1889. Between
Wm D. Jones of the City of Philadelphia
State of Pennsylvania gentleman and
Catharine B. his wife of the one part
and William McGeorge Junior of the said
City attorney at law of the other part.
Witnesseth that the said Wm D. Jones and
Catharine B. his wife for and in con-
sideration of the sum of three thousand
two hundred and fifty six dollars
lawful money of the United States
of America unto them paid at or
before the sealing and delivery
thereof by the said William McGeorge
Junior the receipt whereof is hereby
acknowledged, do grant unto the said
William McGeorge Junior his heirs and
assigns All the three full equal un-
divided full sixtenths parts of in
and to a certain tract or parcel of
land situated in the County of Lee
State of Virginia in the wild-cat
valley and on the head waters of
the North Fork of Clinch River and
bounded as follows to wit:

Beginning at the lower corner
of Lamberts tract of land on the

McCrady line; thence running with said McCrady line to a white-walnut ash and elm at its lower side of the road; thence with the McCrady line to a point on a ridge opposite to Monroe Legs chiselling house; thence running from the McCrady line up the said ridge or spur of the mountain to its lower cliff of said mountain; and thence running around with the said lower cliff up the valley a north-easterly direction to a point at said lower cliff opposite the said starting point of Landers Corner, and thence running down the mountain to Landers said ^{lower} Corner, on the McCrady line - also one other tract of land situated in said County of Cand in the wild Cat valley adjoining the before mentioned tract and bounded as follows to wit: Beginning on a sugar tree buck and dogwood and double birch at the foot of spur of Powells mountain and running north fifty-four degrees west forty five poles crossing a branch to a Locust stump and maple near a stony branch; south sixty six degrees west two hundred & fourteen poles along the foot of Wallens ridge to

three white oaks, south twenty seven
degrees west one hundred and ninety
six poles to a birch and . . . pointers
in a deep hollow among laurels,
south thirty two degrees east one hun-
dred & fifty poles crossing the branch
to three white oaks on a ridge near
the foot of Powell's mountain; thence
along the brakes of the mountain
xx north thirty four degrees east
four hundred and thirty four poles to
the Beginning Containing in both
tracts one thousand acres be the same
more or less. Being the same tracts or
parcels of land which Wm. Young
and Fannie R. Young his wife by deed
bearing date the 28th day of May A.D.
1887 and recorded in the clerk's office
in and for said County of Lee in
Deed Book No 22. Page 287 &c granted
and conveyed unto the said Wm. D. Jones
in fee. Together with the appurtenances.

To have and to hold the said hereditarian
and premises hereby granted or mentioned
and intended so to be with appurtenances
unto the said Wm. McGeorge, Junior his heirs
and assigns to and for his and their only
proper use and behoof forever. With

the express agreement on the part of the said William D. Jones that all deferred payments of purchase money owing by him upon either of said tracts of land shall be made by the said William D. Jones and that the said William McGeorge Junior shall be indemnified from any suits, costs, attorney's fees or for or by reason thereof. And the said Wm D. Jones covenants that he will warrant specially the premises hereby conveyed, that he has the right to convey the same and that he will execute such further assurances of the same as may be requisite. Witness the following signatures and seals.

Wm D. Jones Esq
Catharine D. Jones (S)

W.D. Jones or wife

To be received for

Wm D. Jones

Wm McGeorge Jr

\$3.000⁰⁰

Two years after date, with interest
from date, I promise to pay to William M.
Young Three thousand dollars for value re-
ceived of him. I hereby waive my homestead
exemption as to this debt. This note is for land
Witness my hand and seal this 25th day of
May 1887

Wm. S. Jones

(Seal)

\$

300029

Two years after date I promise to pay to William Young three thousand dollars for value received of him. This note is given for the last payment for the Young part of land situated in Wild Cat Valley Lee County Virginia and is a lien on said part of land for said sum of money. I hereby waive my home tract exemption as to this debt. Witness my hand and seal this 1st day of May 1889

Endorsed as follows, viz:

W^m M Young

W^m D Jones (Seal)

State of Virginia,

SS.

BIG STONE GAP, COUNTY OF WISE.

On this 2nd day of May, in the year of our Lord, one thousand eight hundred and nine, I, C. H. Berryman, Notary Public, by legal authority admitted and sworn, and dwelling in the town of Big Stone Gap, aforesaid, at the request of APPALACHIAN BANK, went with the original note of which the above is a true copy, to the proper person and demanded payment of the same which was refused.

Wherefore, I, the said Notary, at the request aforesaid, have **PROTESTED**, and by these presents do solemnly protest against the drawer, endorser, and all others concerned therein, for exchange, re-exchange, and all costs, charges, damages and interest suffered and sustained, or to be suffered and sustained by reason or in consequence of the non payment of said note.

This is to Certify, that I have this 2nd May 1891, deposited in the Big Stone Gap, Post-office, postage paid, notices of Protest addressed to W^m M Young, J. C. Chance, Executor of W^m D Jones, Philadelphia Penn.

Inclosed

Protest, . . . 1.00
Record, . . . 1.00
Notices, 25c. each, . . . 1.50
Postage, . . . 2.00
\$2.50

Thus Done and Protested, in the town of Big Stone Gap, aforesaid, and my Notarial Seal affixed, the day and year last written, the same being duly recorded in my office as is by law required.

C. H. Berryman
Notary Public.

STATE OF VIRGINIA,

County of Wise. }

I, C. H. Berryman, a Notary Public, within and for the
State and County aforesaid, hereby certify that the within is a true and perfect copy
of the protest of the paper within named as appears of record in my office.

Given under my hand and seal of office, this 2nd day
of May 1891

C. H. Berryman
N. P. Wise County, Va.

No. 25
Wm D Jones
note
PROTESTED
For Non Payment
2nd May 1891
Amount, - - - \$ 3000.00
Protest Fee, - - - \$ 2.54
Total, - - - \$ 3002.54

Virginia Lee County Court Clerk's of fine August 9 1889

The signature of W^m D Jones to the within note
bearing date May 1st 1889 was this day proved
before me the undersigned clerk of Lee Co
Va. by the oath of A. L. Pridmore & C. S. Duncan
and admitted to record. Given under my

hand and this 9th day of August 1889.
John R. Gibson Clerk

W^m D Jones
to
W^m Young

Received in Cash

Book #24 P 186

John R. Gibson C. C.

See 254

Do 24 Page 186 Gibson Clerk
Received in Cash book

date

W^m Young
to
W^m Jones

\$3,000.⁰⁰

Three years after date, with interest
from date, I promise to pay to William M.
Young, Three thousand dollars for value re-
ceived of him. I hereby waive my homestead
exemption as to this debt. This note is for cash
witness my hand and seal this 25th day of
May 1887

Mrs. J. J. Jones



Wm M. Young
vs $\frac{2}{3}$

Demurrer Wm M George Jr.

B D James et al

Grounds of Demurrer

good

1st That all necessary parties are not before the court - to wit Mary J. James and Jno M. Bailey.

Wc 3230

2nd There is no affidavit that the heirs of A.C. Jones deceased are unknown

3rd The bill & exhibit ("D") show that the land was bought May 23rd 1887, and no lien retained - It shows further that the note or bond here sued on, & which is claimed to be a lien on the land, was not executed until May 1st 1889 - The Bill states that "in the meantime the said Jones had sold said land or a part of it to one Wm M George Jr. who now claims an interest therein" (see second page of plaintiffs bill) - It is submitted that according to this statement Mr. M George bought his interest before the creation of this lien (if it be a lien) & should therefore not be subjected to it -

4th That the instrument here sued on is not a lien or mortgage at all

5th The condition precedent of the bond entered into by Wm D. Jones as principal and Messrs Nickels, Mills and Buell as sureties was that ~~the~~ a lien was ~~originally~~ reserved upon the land mentioned, and this condition being ascertained to be unfounded in fact, no decree should be rendered against these sureties - (See Exhibit "Bond")

H. C. M. Dawell for
R. T. Irvine
for defendants

Wm M. Young

vs

Wm D. Jones

Guards of

Prisoners

In the Clerk's Office of the Circuit Court of the County of Lee on the 26 day of

January 1882

Wm. M. Harvey Plaintiff

against

Benn. D. Jones et al Defendant

The object of this suit is to, on an Amended Bill, enforce a written Lien of \$5000.00 against two tracts of land in the Wolf Run Valley sold by the Plaintiff to Wm. D. Jones in full payment of said debt & to compel payment thereof by the executor of his estate or by sale of said land.

And an affidavit having been made and filed that the defendant, Wm. D. Jones, is dead, with heirs, B. D. Jones, Benn. D. Jones, H. M. Jones, Elizabeth Jones, M. D. Jones, & the undersigned another resident of the State of Virginia, it is ordered that

they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

p. q.

J. H. Bailey Clerk.

Wm. McGeorge Jr, Leary McGeorge and J. M. Bailey Defendants in the amended Bill

Wm. M. Young
3 Order
No 3 Rule

Ben. D. Jones et al

I certify that I
have an office
copy of this order
in Lee Court house
taken on first
day February Term
1892 of Lee County
Court.

J. A. G. Smith

In the Clerk's Office of the Circuit Court of the County of Lee on the 13th day of

July 1891.

Wm. M. Young

Plaintiff

against

Ben. D. Jones et al

Defendant

Deo Chancery

The object of this suit is to enforce a purchase money lien of \$3000.⁰⁰ against one half the land in the here mentioned, & if said land will not satisfy said lien, then to recover the same from the co-defendants, Wm. H. Nichols, J. B. Mills & J. M. Dillott. And an affidavit having been made and filed that the defendants B. D. Jones, F. M. Jones, W. J. Jones, Elizabeth, Ellery, W. J. Carnuck & the unknown heirs of B. D. Jones are not residents of the State of Virginia, it is

ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

P. Q.

A. L. Prudhomme

J. A. H. Hyatt Clerk.

3-23

Wm. M. Young
no 3 Order Pub
Bened. Jones et al

I Certify that I
delivered to Republic
an in office copy
of this order from
Pub. 13 July 1841
& posted a like
copy thereof on
the front door Lee
Court House on the
1st day of Decr 1846
of the County
Court.

J. A. Schuyler

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. B. Chancy, Executor of
the last will & testament of Wm. B. Jones
deceased Catherine B. Jones, Re: D. Jones
J. M. Jones, M. J. Jones Elizabeth Allen
W. E. Curran, The unknown heirs of
Barnard B. Jones and Mrs. Mary Jones
Dorcas M. Jones, J. M. Bailey, Wm. H.
Charles J. B. Bullitt, and J. B. J. Mills*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *J. B. Chancy* by *Wm. M. Hyatt*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *26* day of *January* 18*88*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

J. Wise Leo.

W

Wm M. Waring
3 1/2 in. diam
res on sundries
Ben D. Waring et al

To B. F. Waring, Charles 1892

Oriented by delivery
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J. & Bullitt Jr
Wm. H. Wicks
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eleventh and to
in wire country
Virginia on
Feb 13 1892
Wilson Holbrook
Gro. E
By J. Eschler & Co

Wm. W. Waring et al
res on sundries
Ben D. Waring et al
To B. F. Waring, Charles 1892
J. B. & Wils
J. & Bullitt Jr
Wm. H. Wicks
the with in named
eleventh and to
in wire country
Virginia on
Feb 13 1892
Wilson Holbrook
Gro. E
By J. Eschler & Co

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. C. Vance executor of the
last Will and Testament of W. L. Jones deceased,
Catherine Jones, B. F. Jones, J. M. Jones, W. J.
Jones, Elizabeth Allen, W. J. Carmack
and The Unknown heirs of S. C. Jones deceased,*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *William M. Spence*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *13th* day of *July* 18*91*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

Wm M Young

res ³
2
1 Up in Gray

Ben H. Jones et al

To 1st August Rules 1891

Not executed the
decedent to nothing
found in my bond
book July 18 1891

G. E. Flanagan Sub.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*of the last Will and testament of W.B. Jones
decd, Nathaniel B. Jones, Son of S. Jones,
J. M. Jones, M. J. Jones, Elizabeth, Allen W. J.
Garrison, Jr. and Mary Ann, wife of
James B. Jones decd, Wm. M. Jones, Jr.
James M. Jones, Trustee, J. M. Jones, W. H. Jones,
J. M. Jones, and W.B. Jones, Jr.*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *J. M. Jones*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *26th* day of *January* 18 *72*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

S. W. Co.

(7)

Wm. W. Howard
Spa in Ohio
no. 1000

Benn. D. Jones et al
to 2nd Justice of Peace 1892

Executed by
delivering a
copy of within
Spain chy to
M. J. James
July 1, 1892

R. R. Hughes & Co

May 30 9 1892
J. W. D. Jones
R. R. Hughes & Co

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

J. C. Blumenson
of the last will and testament of
Mr. D. Jones deceased Catharine Jones
D. D. Jones, J. M. Jones, W. J. Jones
Elizabeth Allen, W. J. Rasmussen
and the unknown heirs of *D. Jones deceased*,

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *William M. Young*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *15th* day of *July* 18 *71*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

J. A. G. Hyatt

From
Catherine Jones
wife of W. W. Jones
Bristol
Va

VIRGINIA—In the Clerk's Office of
the Circuit Court of the County of Lee,
on the 13th day of July, 1891.

Wm. M. Young, Plaintiff, }
vs. } In chancery.
Ben. D. Jones, et al, Deft. }

The object of this suit is to enforce a purchase money lien of \$3,000 against one-half the land in the bill mentioned, and if the said land will not satisfy the said lien then to recover the same from the securities, Wm. H. Nickles, J. B. F. Mills and J. F. Bullitt; and an affidavit having been made and filed that the defendants, B. D. Jones, J. M. Jones, W. J. James, Elizabeth Allen, W. J. Carmack, Catherine Jones and the unknown heirs of S. C. Jones are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper; and that a copy be forthwith posted at the front door of the courthouse of this county.

A copy—Teste:

J. A. G. HYATT, Clerk.

A. L. Pridemore, p. q.

23-4t

I, J. H. Hobbs, Editor of the Lee Co.
Republican, a weekly newspaper
published in the town of Jonesville,
and county of Lee, hereby certify that the
forgoing Order of Publication was
duly published in the above mentioned
paper for four successive weeks ending
Aug. 15, 1891.
J. H. Hobbs Editor Lee Co., Republican.

Wm. M. Young
by Printers
as 3 Certificate
Ban. D. Jones et al
Filed Aug. 17 1891
J. A. G. Hyatt C

Sub fee 5¢

In the Clerk's Office of the Circuit Court, of the County of Lee on the 26th day of January 1892.

Wm. M. Young, Plff. }
vs } In Chancery.
Ben. D. Jones, et al Def's }

The object of this suit is to, on an Amended Bill, enforce a written lien of \$3000.00 against two tracts of land in the Wild Cat Valley, sold by the Plaintiff to Wm. D. Jones in the life time of said Jones and to compel payment thereof by the executor of said estate, or by sale of said land. And an affidavit having been made and filed that the defendants J. C. Chance, executor of the last will and testament of W. D. Jones, deceased, Catharine B. Jones, B. Jones, Ben. D. Jones, J. M. Jones, Elizabeth Allen, W. J. Carmack and the unknown infant heirs of S. C. Jones, deceased, and are non-residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the courthouse of this county.

A copy—Teste:

J. A. G. Hyatt, Clerk.

A. L. Pridemore, p. q.

Wm. McGeorge, jr., Percy McGeorge
and T. M. Bailey, defendants in the
Amended Bill. fe 4-4t

Virginia, Lee County, to-wit:

I, Geo. C. Coleman, the editor
and publisher of the Lee County
Republican, a newspaper
printed in the town of Juncosville,
in the County of Lee, Virginia,
do hereby certify, that the fore-
going order of publication
was duly published in said
newspaper, for four successive
weeks from and after the
4th day of Feb. 1892.

Geo. C. Coleman
Editor & Publisher.

Mm. M. Yarnes
vs 3 Proffis
Ben L. Jones et al

Filer No. 47892
J. A. Skipton

Do fee 5¢